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AND

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BIRTHS.

On 14th August, at Yokohama, the wife of Mr. P. R. DESAI, of a daughter. The first Parsee birth in Japan.

On 21st August, at No. 24, Kiangse Road, the wife of AUG. MULLER, of a daughter.

On 25th August, at Shanghai, the wife of H. W. BUCKLAND, of a daughter.

On 25th August, at 24, The Bund, Shanghai, the wife of H. W. BUCKLAND, of a daughter.

On 28th August, at 4, Fairview, Kowloon, the wife of F. C. BUTCHER, of a son.

On 2nd September, at "The Cottage," the wife of EDWARD A. RAM, of a daughter.

MARRIAGE.

On 22nd August, at Shanghai, AMY CATHERINE BAILEY to JOHN JOSEPH WOODS.

DEATH.

At Government Civil Hospital, of heart failure FREDERICK C. DENNY, aged 40 years. Native of Brixton, England.

Hongkong Weekly Press.

HONGKONG OFFICE: 10A, DES VŒUX ROAD CL.
LONDON OFFICE: 131, FLEET STREET, E.C.

ARRIVAL OF MAILS.

The German Mail arrived per the ss. *Roon*, on Tuesday, the 29th ulto.; and the French Mail of August 4th arrived per the ss. *Polynesien*, to-day, the 4th inst.

EPITOME OF THE WEEK.

General Yang is said to be on the Mongolian frontier with six regiments.

The new American Consul appointed to Chefoo is named Richer B. Thorne.

The appointment of Mr. G. H Wakeman as Land Officer is notified in the Government *Gazette*.

A "Matrimonial Agency" is being started in Manila for the encouragement of mixed marriages, American men and Filipinas.

Tientsin cricketers are experimenting with grass seeds, and latest reports mention that the prospect of turf replacing matting is a hopeful one.

It is notified in the Government *Gazette* that A. G. Gordon has been appointed a surveyor of boilers of unlicensed steamships under 60 tons burden.

The Chinese Government intends in future only to appoint as railway directors men who have been abroad and who have some knowledge of railways

The *China Gazette* states that Mr. J. C. P. Bland, late Secretary to the Shanghai M.C., is going to Peking as *Times* correspondent in place of Dr. Morrison.

A large demand for American goods for Newchwang received on 1st September coupled with an excellent Imperial Decree, has largely discouraged the boycott.

Rumours and alarums concerned with supposed attempts on the life of the Empress Dowager of China have been frequent during the last month. Some people have been executed.

The Chinese Board of Revenue is said to be coquetting with the idea of having one central mint; but does not know how to recommend the removal of the provincial coining shops.

The *Chefoo Daily News* had its office burgled recently, and now announces that the watchman has been provided with a big revolver, with instructions to shoot any future marauders.

A writ claiming $17,000 has been taken out by the Colonial Treasurer against the Opium Farmer for not paying the amount due on his opium monopoly for the month of August.

An American baby boy, born at Manila on the 23rd inst., had two distinct heads. It did not live; and is now retained, according to the *Cablenews*, "in the interests of science" by Dr. Palmario.

The report that the Empress Dowager of China has promised to grant constitutional Government in three years time is false. She has said that no such change will be tolerated during her lifetime.

The terms of Peace were received at Tientsin and Peking at first with incredulity which has now (31st August) given place to amazement. The Wai-wu-pu has wired the terms to all the viceroys requesting to be informed of their views regarding the coming negotiations respecting Manchuria between China and Japan. It is considered that the attitude of the Peking authorities threatens trouble.

Sportsmen and others are requested to refrain from shooting deer in that portion of Hongkong which lies west of a line drawn through Magazine Gap, and running north and south to the sea in both directions.

The new Tientsin Club, one of the finest buildings in the East, will be finished in one year from the time the work of construction began, and has been built under the entire superintendence of Mr. Howard Ford.

The C. N. S. *Shansi*, which arrived at Shanghai on August 22nd from Tientsin, reported that on the 20th inst., twelve miles south of the N. E. Promontory, she passed the str. *Hsinshing* destroying a floating mine.

The Chinese Minister in Germany has wired enquiring whether China has made any claim for indemnity from Russia for damage done in Manchuria, and has received a reply to the effect that China has never made any such demand.

It is reported from Peking that certain Belgians in company with a couple of Chinese are now in the capital trying to obtain permission from the Shangpu and Waiwupu to construct a railway between Shanghai and Changsha, the capital of Hunan province. The syndicate claim to have large sums at their command to begin operations without loss of time if permission is granted them.

It has been announced that Mr. George Mooser (an American) has been forced by the boycotters to give up his interest in the Chang Su Ho Gardens at Shanghai. Mr. George Mooser has discovered that the prime mover in the action against him was a Chinese named King Chun-kee, and he is now (says the *N.-C. Daily News*) bringing an action against King Chun-kee, claiming Tls. 20,000 damages.

We are informed by Mr. Blanck that the rumour mentioned by "Banyan" in his jottings on Tuesday that a private company has been floated "to carry on, or rather re-open" the lace manufacturing business so long carried on by him, is not quite correct. On further inquiry we learn that the company in question has been formed to carry on a similar business, and has not acquired the good will of Mr. Blanck's business.

We are authorised to state that a provisional agreement has been entered into between the Boards of Directors of the Union Insurance Society of Canton, Ltd., and the China Traders' Insurance Company, Ltd., having for its object the amalgamation of the interests of the two companies, and that the proposed scheme will be forthwith circulated amongst the shareholders of the respective companies for their individual acceptance or rejection.

The *N.-C. Daily News* received a telegram from Mr. Bennertz, dated Changsha, the 21st inst., stating that the British Consul there has suggested to him that the Chinese officials may take over his cargo at a valuation, and he and his wife should be sent to Hankow, from which it is evident that the city of Changsha is not open to foreign trade. It is to be trusted that the British Minister will have this evasion rectified as promptly as possible and Mr. Bennertz reinstated. If this is not done, it will be evident that treaty stipulations with China are not worth the paper they are written on.

THE MANSLAUGHTER CASE.

(*Daily Press*, 26th August).

While the Press is charged with the duty of keeping an open eye on the public interests, and its reasonable comments welcomed by the authorities of all enlightened and free communities, it is forbidden to intervene in certain cases until the legal machinery of justice has completed its course. Now that the manslaughter case which has been exciting the public mind has been settled, it would appear that newspaper comment, though permissible, is not likely to be useful. We venture to think, however, that there are one or two points to which attention may still be drawn in the public interest. And first it may be said that the case has ended well. Without pretending to have taken any sort of plebiscite, we believe that the civilian section of the European community was largely sympathetic toward the man whose hasty act had had such a sad ending. There have been, whether the military authorities know it or not, a good many informal complaints of the rudeness of soldiers on the streets. In a garrison town, we suppose this to be inevitable; and it is in no way a reflection upon the character of the troops generally. As a contra-picture, we have heard of an act of great chivalry by a private soldier on the Peak, who escorted a woman visitor all the way down, very delicately marching a few yards ahead that she might not feel embarrassed by the attention, which he very civilly explained was a necessary one. His idea of the danger was that unruly Chinese had been lurking about the Peak roads. On the lower level, there is sufficient danger from drunken soldiers to make it inadvisable that unescorted women should fare abroad in the evenings. In the premises, there was a feeling that whatever the character of a woman may be, she is a woman, and should not be molested. With regard to the social purity of the streets in this City, if the Police are to be praised for nothing else, they may justly be credited with the fact that women are not molested as they are elsewhere on the China coast. They may find wickedness who seek it, but it is not unduly forced upon them. With regard to the conduct of the case, we consider that it allows an opening for submitting suggestions as to the ideal attitude of future Counsel for the Crown. But for his kind suggestion, after he had secured a verdict, that a fine would meet the needs of the case, we should have held that Mr. HOWLEY showed needless rigour in his prosecution. In pestering one of the female witnesses, deceased had "only done what she invited others to do," was one point made that was neither good law nor good morals. The later suggestion that "the woman pulled the pin from the soldier's jacket in the hope of destroying the identity of the man who was knocked down" strikes us as absurd, and, for an impartial Crown Advocate, gratuitous: as was also the "bully" epithet. So far as we can gather from the proceedings, the under-sized prisoner was less a bully than a ridiculous and foolish Don Quixote: and it is unnatural to suppose that he intended to inflict any grievous bodily harm. The medical evidence said a fall caused the fracture; and the cause of the fatal fall has still to be guessed at. There was quite enough doubt to entitle the prisoner to a verdict, according to modern practice; although there was sufficient circumstantial and presumptive evidence to have hanged him in earlier times. So far as questions of fact were concerned, the evidence on both sides, where bias was inevitable, was distinctly unsatisfactory in view of the fact that years of liberty or of imprisonment depended upon it. The sobriety or otherwise of the deceased was said not to affect the law in the case, yet it was not a feature to be ignored. The summing up of His Lordship the JUDGE was admirably lucid and fair; although we might say that the wording: "If this fall was due entirely to an inability to stand upright from drink, you will acquit the prisoner" was not sufficiently ample. A man only slightly intoxicated might easily have a fatal fall on such a pathway; and as it was by no means proved that the deceased was too drunk to stand, the jury seemed debarred from acquitting on the possibility that partial intoxication might have brought about the fall. All this from the point of view of the element of doubt. The intention of the accused in going after the man could not be doubted: it would be to express his resentment, either by word or blow or such other action as the behaviour of the soldier might suggest. There was, however, always the possibility that the fatal fall might have occurred if accused had never given chase at all; and recognising that in any case it is improbable he would have gone if he could have foreseen the result, the verdict and sentence were equally fitting. More might be said about other developments, the facilities for drinking after hours, for instance; but no doubt the police are considering ways and means of remedying these evils. In the meantime, the officials of the "R.A.O.B." club, which we understood to be a sort of Friendly Society, ought to be setting their house in order.

PEACE SPECULATIONS.

(*Daily Press* 28th August.)

The further adjournment announced by our London correspondent may, of course, be hailed by the pessimists as an indication of more impasses, but it may also be taken as a sign that both sides have been given fresh ideas for a modus vivendi which they want to deliberate upon at leisure. We have noticed that the most pessimistic of the current comments come from America: and are persuaded that the difficulty of obtaining information has soured our American colleagues, much as certain war correspondents viewed the Japanese campaign with a jaundiced eye when they did not find their own paths smoothed for them. There are still numerous hopeful writers among the British, and the French Press is particularly optimistic. This latter feature may be perhaps as open to doubt as the American point of view, for our French friends have perhaps more to gain by a speedy peace than any other onlooker. Apparently the stop-the-war party in Russia is by no means as powerful as was at first believed: and the parties at St. Petersburg have still got their hands fairly free for their policy of bluff. The broad point that both sides are anxious to arrange a settlement is admitted, and counts for much. M. de WITTE has said that he will do everything that is practicable to attain peace, but he would, of course, be failing in his duty if he did not, at the same time, resort to every device of diplomacy to bring about a solution as favourable to his own side as possible. It is altogether a question of bargaining, and neither side is so indifferent to the result that they are likely to abandon the present opportunity for any slight cause. Should the conference fail to make an agreement, Japan would probably have to consider the necessity of sending a fleet to the Baltic, a move quite probable as well as possible, but one that would presumably be left as a last resource on account of its costliness and risk. At the same time, Russia, according to the reports that represent her last attempt to raise funds a failure, is not in a position to view with equanimity the continuance of the war, even so far away from her vitals as is Vladivostok. It is just possible that the Russian statesmen hope to make the world believe that it is not her fault if the peace conference is futile, and so to try for intervention; but if there be anything in this theory, Russia is likely to be again disappointed. It is a contingency against which the Anglo-Japanese Alliance is particularly directed; and with Japan in the undoubted position of being entitled to what the sporting ring calls an award on points, it is unlikely that Great Britain would do or consent to any procedure calculated to deprive her ally of the very real advantages she has gained. President ROOSEVELT appears to be one of the most anxious to secure immediate peace, but he announced that his intervention was to stop at the point which brought the plenipotentiaries together. It goes without saying that if the present Japanese terms, which have undoubtedly been reduced to a minimum, be unaccepted, they will grow considerably in the interval that elapses between their refusal and further consideration; unless, of course, there should be a surprising reversal of positions, as a result of further fighting, which, we are bound to believe, is extremely unlikely. Nothing that General LINIEVITCH is likely to accomplish can seriously improve the situation of Russia as a Power in being. It is not as if Japan were being suddenly confronted with the difficulty of crushing Russia by attacking her outposts: all that has been well understood and thought out before. However, the conference is not abandoned, but only adjourned, and while the representatives of the belligerents are still engaged in negotiations, it is clear that there is always the hope of a bargain being struck.

CHINESE PUNISHMENTS.

(*Daily Press*, 29th August.)

China appears to be entering upon a reform which was not so very long ago the subject of protracted and lively discussion in England. That is the question of corporal punishment. According to northern papers, the Tientsin Magistrate, by order of the Viceroy, has published an announcement that the use of the bamboo has been abandoned, and that fines will be substituted for corporal punishment, "as prevails in other countries." According to the *Tientsin Times*, the scale of punishment is thus re-adjusted:

"For offences which are generally punished with fifty blows a fine of half a tael will be imposed, and for offences of a more serious nature, two and a half tael's. For a sentence of sixty stick blows—for there is a distinction between this and the ordinary bamboo—five taels, with an additional two and a half taels for each additional ten blows, or fifteen taels for a hundred blows. Those unable to pay the fine will be made to take it out in labour, four day's work being reckoned to the tael, or for fifteen taels sixty day's work. Bannermen are to be treated on exactly the same footing as the people. The Magistrate notifies the people that from the date of publication this regulation will be enforced and all offences, with the exception of theft and robbery, will be dealt with in this way."

That is all very well so far as it goes; and theoretically we may endorse our contemporary's comment that "any revision . . . which tends to demonstrate a more humane and lofty moral tone must be welcomed." Our contemporary years that in China, where convicted offenders have always been able to buy their freedom and immunity from punishment, the system of fines will be misunderstood. We would go further, and say that in very few cases will it act as a deterrent, which should be the chief object of all penal codes. There is no doubt whatever that reforms on a wide scale are needed, as in the case of judicial torture, the acceptance of bribes, the persecution of innocent and poor men; and the system which permits a criminal to hire or buy a substitute to undergo his punishment should be swept away. But while there appears to be a tendency nowadays to emulate foreign methods of criminal jurisprudence, it is necessary that the question of punishments as a means to an end should not be lost sight of. In Europe it has been discovered that the principles of humanity when adopted in too hard and fast a fashion are apt to run counter to the interests of justice, which means the good of the community. There is a stratum of society—perhaps, to avoid misunderstandings, we should say, of criminal society—upon which moral suasion can have no possible effect; while in certain other cases, common to both Europe and China, a fine is a farce. In this Colony it is possible on occasion to notice discrepancies of justice, which occur because the system has its imperfections. We feel inclined to suggest, in the case of the local society at present charged with the duty of persuading China to abandon the practice of judicial torture, that before it disbands, it should turn its attention to the possibility of reforming criminal procedure here. It might proceed, not on the lines of making the punishment fit the crime (that is merely the Mosaic law of an eye for an eye, etc.) but of making the punishment fit the criminal. Here we put some criminals in the stocks, a practice long ago abandoned in England. It is maintained here because it has been found such a capital deterrent. It is possible sometimes to find a Chinaman more easily and surely touched in his amour propre than ever a bamboo could touch him through his pachydermatous hide. Such a reform as we now somewhat vaguely foresee would involve much additional trouble, and would require that evidence should be taken as to the circumstances and character of the criminal. For instance, a wealthy one should not be fined: other wealthy ones like-minded would be deterred by learning that he had gone to the stocks. A poorer one might be so poor that he has no pride the stocks could touch. His antecedents would be investigated, and if, as is probable, it were found that he had some treasured possession or secret hoard, others in similar circumstances might be deterred by learning that the law looked for the vulnerable point and attacked it. In the case of the lowest of the low—those criminals with neither purse or pride—the infliction of physical pain seems the only possible deterrent, and for them the bamboo or the "cat" should be reserved. At present, these ideas seem to demand two trials in each case, one to prove guilt, the other to prove capacity for punishment. It involves a paradox almost scriptural, giving to him that hath (money) some other penalty than a fine; and taking from him that hath not (money) even that which he hath—his pride, or amour propre, or his animal ease of body. But if it were less Utopean, and the principle were admitted (as it should be but is not), we think the volume of crime would be reduced in the community adopting such a system.

A BOYCOTT SCAPEGOAT.

(*Daily Press* 30th August).

Yesterday there was another meeting of the Chinese Commercial Union, at which Mr. FUNG WA-CHUN explained what had happened in connection with the application for permission to hold a boycott meeting. We publish elsewhere correspondence that was read. It will be noticed that the application gives the Government no hint as to the purpose of the meeting, beyond saying that it would consider what steps should be taken by the Chinese residents of this Colony. At the time we ventured the opinion that this was an application that the GOVERNOR might properly refuse to grant; and subsequent events strengthened that opinion. We have good reason to believe now, however, that the conveners of the meeting, supposing it had been permitted, intended to give the rank and file of the boycotters some very good advice. Having discovered the frame of mind of the mob, however, it is just as well that there is to be no meeting, as that advice, if given, would have been neither palatable or effectual Mr. FUNG WA-CHUN informs us that, although he has been reviled and calumniated by the ignorant rabble who believed him a traitor because he insisted on constitutional action and bowed to the law of the Colony, he is still in sympathy with the boycott movement, and proud of the patriotic unity of which his countrymen have shown themselves capable. We suggested that the defamatory placards and threats were evidence of dis-union more than union; but "all that kind of thing," he said, "is confined to the ignorant, uneducated masses." "Precisely," we urged, "but is it not to the masses that this movement has addressed its propaganda? While so many of your countrymen are uneducated, is not a boycott a dangerous weapon to employ? Most of the propaganda has been of a nature that does not appeal to the reason of the reasonable and well informed, but was directed rather to inflaming the passions of the illiterate. A unity secured by such trickery, as insults to flags, threats to individuals, defamation of characters, pictures showing exaggerated instances of brutality to Chinese, and so on, is no real or abiding unity, like the unity based on conviction in the minds of your fellow members of the Chinese Commercial Union." Mr. FUNG WA-CHUN expressed his agreement, and admitted that those who had so misjudged his own attitude in the matter were incapable of realising the true position of affairs. But it was his hope that at such a meeting he would have been able to inculcate saner views. He would, he tells us, have advocated the boycott; but on more rational and conservative lines. He would have told them that many of the things they wished to boycott were really English, and in any case too unimportant to demand attention. He would have advised them to attack America's most important exports; such as flour and kerosene. "Yes, and even American ginseng, in which I have dealt," he added. "I would have said 'boycott that.'" But he would have told them, moreover, after the promise of President ROOSEVELT, to wait awhile and give the American President a chance to implement his pledges. That, he now admits, would not have been palatable. They felt that if they did not prosecute the business to the bitter end they would never succeed in showing that they were in earnest. We regard this as almost an admission that the agitators realise how unstable are the foundations of their movement. Passion quickly aroused is succeeded soon by apathy. Mr. FUNG WA-CHUN sees now that if the meeting had been sanctioned and held, the reasonable members of his community would have been shouted down; and he is, therefore, not disappointed by HIS EXCELLENCY'S decision that "other methods" of influencing American legislators must be sought for. He is, in fact, so disgusted by the whole business that he is inflexibly determined to resign his chairmanship of the Chinese Commercial Union, which, by the way, strikes us as being rather hard upon his colleagues in that body, who have supported him loyally, and have shown no sympathy with his traducers. It is to be hoped that he may re-consider his decision before the date of the meeting at which it is to be considered. Although the Union is not an association for the conservation of the interests of the labouring classes, Mr. FUNG WA-CHUN appears to occupy a very similar position in the premises to that enjoyed (save the mark) by the honester sort of labour leaders in England, who have always found the loyalty and intelligence of their proletarian constituents negligible quantities—as little to be trusted as the proverbial "favour of princes."

"SCIENTIFIC PREDESTINATION."

(*Daily Press*, 31st August).

Professor LOMBROSO, in a very long article on crimes and criminals, a subject with which he is an admitted expert, makes some very startling and provocative statements. By way of preface he points out that "there are crimes that are considered as such only by the law," leaving us to guess what other institution has the right to label any legal action a crime. The first idea stimulated by his comments is that once a crime is not necessarily always a crime. Necromancy was once a crime; so was divination; and so was atheism, for which last, had those in charge of the statute books not changed their minds, there would to-day be stake and faggots in every community. Blasphemy except as an offence against public decency, rarely concerns the modern criminal code; and a recent news paragraph announced the passing of lèse-majesté as a crime. This means that our legislators are regarding crime as the philosophers regard ethics, as circumstanced by place and time. Professor LOMBROSO thinks that men who are now-a-days regarded as political or religious criminals will soon be regarded with greater indulgence; and the British Government can claim to have been a pioneer of tolerance in this respect, as in the notable case of the Irish M.P. who fought for the Boers. Such men, in the Professor's opinion, are "abnormal beings, but only because they push philanthropy to extremes victims of an excessive altruism that drives them *to impose upon a whole people a far too precipitate development of policy or religion*" but which makes them sometimes successful." There is no getting away from the fact that the phrase we have italicised makes many of us *particeps criminis*, according to the stand we take in attempting to introduce reforms into China! According to this saying by Professor LOMBROSO, the missionaries infesting the Far East are misguided criminals, who but for the greater tolerance of the age, would be liable to punishment. The world is undoubtedly disposed to side to a great

extent with those who regard misdoers as more sick than sinful; but a time must come when the danger of carrying this principle to extremes will become apparent. A crime is still a crime, even when preceded by epigastric and cephalic symptoms; and we claim no prophetic honours for declaring that one day the very symptoms will be discovered to be criminal. Certainly much of the modern unhealth represents sins against society and the race; and radically speaking the dyspeptic is often as blameworthy as the would-be suicide. There are too many of us in the same boat to admit these advanced truths with any show of cheerfulness, however; and Professor LOMBROSO's charitable definitions are bound to be more popular until mankind learns physiology, and hygiene, and self control, spelling heaven h-e-a-l-t-h, and memorising *mens sana in corpore sano* as its Golden Rule. That it is not always safe to accept as gospel the discoveries of these scientific students of crime seems to us demonstrable. We are asked to note that the epileptic criminal is characterised by prognathism, deep and premature wrinkles, extraordinarily heavy jaws, retreating forehead, impulsiveness, and so on. We are asked to pity, rather than to blame such a man. Does it then follow that we are to praise as miracles of virtue those men who have prognathous jaws, wrinkled and retreating foreheads, who do not offend? For of such there are many, some of them occupying exalted and honourable positions with exemplary ability and success. It is doubtless presumptuous of us to say so, in the presence of such a great name as LOMBROSO; but we suspect that his school of criminologists have been led astray by an incomplete survey of mankind. Noting in the criminal class the symptoms of mental deterioration and physical unhealth, they have connected cause and effect without stopping to consider if peradventure similar symptoms are not also present in the non-criminal. There are prognathous and wrinkled honest men, and there are eccentric and semi-insane men whose morality and deportment are above suspicion. Other psychologists, not enthralled by this clue of disease and criminality, have noted how thin is the dividing line between sanity and insanity. "Genius is akin to madness," even the genius which lives usefully and never forfeits the respect of society. SCHOPENHAUER's denial of man's power to mend his character is on a par with LOMBROSO's theory that he cannot successfully fight the forces of heredity, both alike mischievous. The Church knows better when it declares that we are all inherently criminal, and encourages us to strive against these so-called "natural" tendencies. Doubtless there might be some entomoid LOMBROSO to tell his fellow moths that their prognathous antennæ impelled them to fly into the candle flame; but as we sweep away the shrivelled corpse we say "foolish moth." If its act injured any other than the individual cremated, we would call it criminal folly. Which parable makes a fitting end to the discourse.

[It should perhaps be explained that the foregoing editorial comments were *apropos* some evidence in the case against Arthur Devereaux, a chemist's assistant, charged with the murder of his wife and twin babies. He concealed the three bodies in a tin trunk, which he sent to a warehouse "to be called for."

Although the significant fact was proved that the prisoner applied for a situation and described himself as a widower with one child several days before the tragedy, when, as a matter of fact, he had a wife and three children, the defence is being set up that the mother killed the twins and then committed suicide. Prisoner claims to have concealed the bodies because he was afraid to face an inquest; and in addition to this plea, evidence was called to prove insanity in his family. Dr. Forbes Winslow deposed that Devereaux had what is known as "the insane ear" greatly developed.

Pictures of the prisoner in the illustrated papers show him to be also slightly prognathous. This appears to be a typical case of the kind in which Professor Lombroso's theory is "worked to death." The verdict has by now been given, and we do not expect it would be an acquittal; but if it was, the mischief of the theories referred to will have become apparent to many minds.]

ASSETS AND VALUES AT HONGKONG.

(*Daily Press*, 1st September.)

In the report of the Directors of the Hongkong Hotel Company, Limited—the report which is to be considered to-morrow by the shareholders—the following paragraph appears:—"The Company's land and buildings property has been, quite recently, re-valued by Messrs. PALMER and TURNER, and the Property Accounts written up by the amount of the additional value ($548,975.78), the Reserve Fund being credited with an equivalent sum." This attracted our particular attention, if only because of its unfamiliarity; and now we are assured by a property owner of standing that it is in fact an innovation for Hongkong of momentous consequence; and, it is considered, an example that deserves the greatest credit. "A simple illustration will suffice to show its significance. Twenty-five years ago a man bought a house or shop in Hongkong for $10,000, which then brought him in a rental of $1,000 a year. For the same premises, he is now drawing a rental of $10,000 a year. What percentage is he getting? If he acts as so many of the local companies are acting, and retains the old-time valuation, he must admit to drawing something like one hundred per cent. per annum; at which the popular outcry at high rents should gain in force. But as a matter of fact, he finds that he can sell that property for $10,000; that is now its market value; and his rate of interest is by no means extortionate. Those who might buy it to-day would certainly not say it was. While it stuck to its former, out-of-date valuation, the Hongkong Hotel Company was allowing the impression to gain ground that it was realising extortionate profits, which in turn gave colour to the suspicion that the hotel rates must be equally high. After to-day, all concerned must know just what is being earned on the present actual value of the company's assets; and for that the directors will in time receive all the credit that is due to pioneers of sound finance in Hongkong. Other companies will no doubt follow, as they should, for although an apparent belittling of earnings may seem a dangerous experiment, the stronger reserves shown, and the confidence created by a knowledge that there are assets more tangible than speculative, must tend to strengthen the market. It does not need to be a very old resident to see that some other companies are occupying a like position to that just vacated by the Hotel Company. The Hongkong and Kowloon Godown Company values its land at something like two and a half cents a square foot, whereas its market value must be, as shown by recent dealings and awards, more like seven to eight dollars a foot. This value is not an unstable factor to be avoided as at all chancey. Land may appreciate in Hongkong, but depreciation is not to be looked for so long as the British flag flies from Government House. We understand that Messrs. BUTTERFIELD AND SWIRE recently paid four dollars a foot for reclaimed land, admittedly inferior to the Godown property, which appears in the books as worth only a few cents a foot. The Hongkong and Whampoa Dock Company is in a similar position, having bought land thirty-five years ago at two cents a foot, which is to-day worth from one to a dollar and a half a foot, but is not so valued in the accounts. This writing up of property, as we have been told, is the first instance of the kind in the history of commercial Hongkong, but there have been plenty of writings down. It is needless, and would doubtless be painful, to recapitulate them. The important thing is for directors and shareholders, to bethink themselves whether there are not sufficient grounds for imitating the laudable example set by the directors of the Hongkong Hotel, who have come in lately for some comments that were not exactly praiseful; but have now distinctly, if such were ever needed, rehabilitated themselves. By truthful valuations like theirs, many misconceptions as to business conditions here may be dissipated; investors present and prospective will know where they are; and the house commercial will rest on securer foundations, and be all the better for it. What is more, this system of revaluations should be maintained, and up-to-date presentments made at suitable intervals, the duration of which may well be left to the discretion of the directors, who prove their capability by recognising that this is, after all, the only proper and business-like course to take. Whether it should be every five years, or every ten years, or something between or outside those, will depend largely on the rate at which the very obvious development of the Colony continues to progress. The practice, or the temptation at all events, elsewhere, is to take too generous a view of the value of the assets of the shareholders; and it may be taken that the fact that it has been left to the directors of the Hongkong Hotel to inaugurate the change, indicates the conservative methods of Hongkong managers. But to ignore the very real and substantial appreciations of values that have come about here, as so many of our public companies are doing, is to carry caution and conservatism to an improper and unwise extreme. At least, such is our opinion, backed by that of others who have given thought to the matter; and at forthcoming meetings, we have no doubt that further confirmation will be afforded by shareholders, stimulated by the timely and well-considered action of the Board of Directors of the Hongkong Hotel. It needed only an example and a start.

THE PEACE TERMS.

(*Daily Press*, 2nd September.)

After waiting a day or two to see if the sur rising termination of the peace negotiations would become less of a mystery, we are still, like the people of Peking, in a state of amazement. Regarding the civilised world as the jury, Japan as plaintiff, and Russia as defendant, there was an almost unanimous verdict that plaintiff was entitled to costs. The *Times* said there was no reason why Japan should not get them. Yet now the news comes, well authenticated, that not only does Japan not receive an indemnity, but that it has waived its claim thereto. In view of the respective situations of the belligerents—one uniformly successful on land and sea with almost unlimited credit, and a people,

absolutely at one with the Government and its aims: the other as uniformly unsuccessful, mutiny among its forces, and rebellion rampant in its towns, its credit irreparably damaged, and its national policy at sixes and sevens—it is nothing less than astounding that such large concessions should be made by the one having the upper hand Why, the chief things waived were the chief components of the "irreducible minimum!" What has been kept back from us? What is the inner history of the negotiations? These are questions that are being asked, overtly as well as sotto voce. REUTER, for instance, illustrates the incredulity as to such a settlement by repeating a theory that there is a secret understanding with regard to re-imbursements; kept secret, presumably, to spare the susceptibilities of the TSAR. Until authoritatively contradicted, this theory will be widely accepted, because it so plausibly explains the otherwise inexplicable. The "obvious" has, of course, been seized upon; and the rank and file of newspaperdom is exclaiming at Japan's "magnanimity." We do not for one moment suggest that the Japanese are not entitled to be credited with this and other virtues; but while human nature is human nature, we (speaking for no mere minority) will expect some explanation of Japan's action more satisfying than this talk of altruism. Nations do not abandon the fruits of victory, to say nothing of bills of costs, out of sheer good nature. Frank speech should be more bracing than brutal, and at the best estimate, all such magnanimity must be counted as a sprat to catch a mackerel. "The bubble reputation" is called prestige in the case of nations; and it may be that in thus heaping coals of fire on the head of Russia, Japan aims a shrewder blow than is yet realised. Certainly there will be no studying of Japanese susceptibilities at St. Pertersburg. No effort will be spared by Russia to put the best possible complexion—or the worst according to which side it is viewed from—on Japan's magnanimity. Already the St. Petersburg papers are saying what a pity it is that the TSAR should have graciously condescended to accept Japan's overtures, just when his army had become stronger than ever, and when LINIEVITCH was ready to bring the barbarians to their knees. Russia claims to be "still" a Power in the Far East, a pathetic plea, when the implied admission of the word is recognised, that for a time the power had been denied. We ought, perhaps, to avert misunderstanding, of what has gone before, by expressing the opinion that there is no humbug in the Japanese statement that the MIKADO's yielding was in response to "the dictates of humanity and civilisation," and "in a spirit of perfect conciliation and the interest of peace." They attribute to His Imperial Majesty no more than may be attributed to President ROOSEVELT and other leaders of men—natural feelings shared by us all, in view of such terrible carnage as has been witnessed during this war. We could wish that the TSAR had shown a like regard for human lives, instead of talking of fighting "to the last man." The man who talks like that is usually the last man, it may be noted. However, the main fact that a too protracted war is now over is important enough to compensate us for the disappointment that lovers of poetic justice and fair play are now feeling. And as is hinted, there may be more behind. It may be (we give it as a guess only) that when Russia learns the contents of the new Anglo-Japanese treaty she will not be so full of self-congratulation. There may not improbably be in that document clauses that afford compensation to Japan for her sacrifices in the past, by assuring her peace and safety in the future. It should be glad reading not only for the subjects of the two signatories, but for all the world. We have never permitted ourselves to count upon a time when the war drum will throb no longer; but have every confidence that when danger threatens, and the war drum is heard emitting preliminary rumblings in Tokyo and in London, that the danger will promptly subside. With this settlement (surprising as its terms are) and this new Treaty, the faithful may pray with greater confidence than ever before for "peace in our time."

HONGKONG JOTTINGS.

29th August.

Anyone revisiting the Colony after an absence, say of five years, would be astonished at the change which has taken place. In every direction the builders—hosts of them—have been busily employed, and in many districts quite a transformation has occurred. It would pay an enterprising photographer, I should think, to take a good view of the city from the harbour, now that the new buildings on the Praya are nearly completed, as many old residents of the Colony now at Home would be glad to receive a copy showing the great change which has been made in the appearance of the City. Such panoramic views as are now on sale represent the Hongkong of five or ten years ago, and are interesting to the new-comer only as showing by contrast with the Colony's present appearance the developments which have taken place in so short a time. There are still the new Law Courts and the Post Office to complete the magnificent row of buildings on the waterfront, but at the present rate of progress, it is popularly estimated that it will be another five years before these are ready for occupation!

It is interesting to observe the change which is taking place in Des Vœux Road Central. Watson's and Powell's imposing stores are a great attraction in themselves and the new King Edward Hotel, which has just been stripped of its scaffolding, is a building quite as imposing as its neighbours. We begin to talk of trade following the tram, but two such buildings as the Post Office and the Law Courts in the road must tend to make Des Vœux Road the leading thoroughfare. The Robinson Piano Company are shortly moving into Des Vœux Road and seven shop fronts are being put into the buildings east of the Hongkong Hotel. There is every probability, I think, that in the near future we shall see European firms following the tram-line westward. The desertion of Queen's Road is most noteworthy. Besides Watson's and Powell's and the Robinson Piano Co, Lane Crawford and Co., and Kelly and Walsh are shortly moving nearer to the water front, while C. J. Gaupp and Co. Kruse and Co., and G. Falconer & Co. are already accommodated in the new buildings forming Chater Road.

These few observations suggest a remark or two on the noteworthy increase in the retail establishments which cater for the European community. Drapery and millinery establishments seem to have been springing up like mushrooms. There are five or six in the Colony now run by Europeans, while less than three years ago there were but two; and as for the new shops opened by Chinese and Indians in the neighbourhood of Wellington Street, their name will soon be legion. Tailor and "man millinery" establishments have also multiplied to an astonishing extent. Evidently these must have been profitable lines of trade, but now with so much competition it is surprising that they all contrive to live.

I hear that a Company has been privately floated to open a lace manufacturing business similar to that which Mr. Fr. Blanck carried on for so long in Hongkong. The capital of the Company, I understand, is $30,000. Another business which is being converted into a limited liability concern is that of Cottam & Co.

The boycott movement in the Colony is evidently influential in certain directions, though, so far as the movement was directed against the trams, it has signally failed. The trams during the past fortnight have been doing "a roaring business" taking Chinese to the Circus. It is, however, notorious that the China and Manila Steamship Co., though a British Company, is being boycotted by the guilds which control the passenger traffic to and from Manila, simply because the general managers, who are a British firm, are successors to an American house. This is not the only British company in the Colony which is suffering. Of course a man is a law unto himself in the matter of dispensing his business favours, but if it be true that guilds in Hongkong are intimidating intending passengers and fining those who decline to do their bidding there is call on the Government to do its level best to suppress such guilds.

The official notification in the *Government Gazette* a few weeks ago that an exhibition of flowers, vegetables, fruits and preserves will be held in the Public Gardens in the middle of February next does not appear to have evoked much public interest, but I trust that sufficient encouragement will be given to the project to make it a success. For many years, as old residents will remember, Hongkong had among its institutions a Horticultural Society which held exhibitions every February in the Public Gardens. Mr. Ford, who was for so many years the Superintendent of the Botanical and Afforestation Department, was the life and soul of the Society. I think the Society "fizzled out" about twenty years ago, though flower shows have occasionally been organised since. We ought to have an annual flower show, and though few houses possess gardens in Hongkong now-a-days, I should think it ought not to be impossible to organise a flower show once a year.

In the old days the competitors in the flower show were European residents, while Chinese gardeners competed in the fruit and vegetable departments. If the Chinese gardeners can be induced to take a real and sustained interest in the show it should lead to a considerable improvement in the quality of fruit and vegetables which are brought into the markets. This year both fruit and vegetables have been very poor in quality and unusually high in price.

BANYAN.

CIVIL SERVICE CRICKET CLUB.

The annual meeting of this Club was held at the matshed, Happy Valley, on August 31st. Hon. Mr. W. Chatham presided, and there were also present Dr. F. Clark, Dr. Pearse, Messrs. A. Carter, J. Reidie, D. Mackenzie, Howell, Duncan, Coysh, Cotton, Rodgers, Fincher, Frith, Woolley, J. Smith, Connolly, McIver, Parkinson, Lamble, Allen, Hogarth, Adamson, R. Witchell, Gidley, L. E. Brett (secretary) and others.

The SECRETARY read the notice convening the meeting, also minutes of last annual meeting, which were confirmed.

REPORT AND ACCOUNTS

The CHAIRMAN—The report, I think, must be regarded as a very gratifying one. It shows an increase in the membership and a very substantial income. With regard to the membership, the secretary has just informed me that this now numbers over 100; therefore we may look for a still further increase in the subscriptions. The grounds, I am sure, are all in beautiful order, and the expenditure which was necessary to put them in that order will probably not be so great in the future, as it is a small matter to maintain the condition: therefore we may confidently look forward to having some balance in hand, instead of a deficit, at the next annual meeting. Unless any member desires further information, I will move that the report and accounts as printed be passed.

Mr. WITCHELL seconded the motion.

Mr. LAMBLE—Unfortunately it is always the case in a meeting of this sort that one cannot criticise a report without being charged with indulging in personalities, and I hope that

what I am about to say will not be considered such an indulgence. One or two items in this report require explanation. I see no reason why six or seven per cent. of the expenditure should be petty cash, or why such a large sum as $72 40 should be expended on an "At Home" which was given. I think, to the police. I should like an explanation.

The SECRETARY.—With reference to the petty cash, it was mostly expended on biscuits, soap, lemons, etc., for the use of the Club. If Mr. Lamble likes to look at the vouchers he will find everything explained.

Mr. CONNOLLY—If, as the Secretary says the money is spent on biscuits, why cannot we buy them wholesale. I quite agree with Mr. Lamble that it is an enormous amount to expend on this item.

The CHAIRMAN—It amounts to about $3 a week. In many small households a sum of about that amount is expended in biscuits. When we come to analyse it, I think 30 or 40 cents a day is a very moderate charge. As for buying them wholesale, I question very much if we could adopt such a practice.

Mr. CARTER—With reference to the "At Home," it was arranged at a committee meeting that we should have sports and give prizes to the children, and the prizes cost $34.40, which is the largest item in the "At Home."

Mr. LAMBLE—Am I to understand that we expended $34 in toys?

Mr. CARTER—In toys alone. As far as I remember, every child present went away with a toy.

Mr. LAMBLE—It would be rather interesting if you gave us the detailed list of those toys.

The SECRETARY read the list.

The CHAIRMAN—I hope members are satisfied now after the full explanation given. I am sure no member would like to see the Club take such a thing in hand and do it in a mean style.

Dr. CLARK—May I suggest that next year when the accounts are being made out the biscuits should be transferred to the canteen account, which shows a profit of $:23. Had they been transferred this year the account would still have shown a profit, and the secretary would not have been heckled (laughter).

Mr. CARTER—I have arranged for them to go into the bar account.

The motion was carried

Messrs. Howell and Lamble were appointed scrutineers, and the meeting proceeded to ballot for officers the results being as follows:—H. T Jackman, captain; L. F. Brett, secretary; A. Carter, treasurer; W. H. Woolley, vice-captain; J Reidie, McIver, Parkinson, Howell, Connolly and Duncan, committee.

A hearty vote of thanks was then conveyed to the scrutineers for their services.

Mr. PARKINSON proposed that Mr. Gast be appointed captain of the "A" team.

Mr. BRETT seconded the motion and it was carried.

Mr. BRETT moved, Mr. O'KEEFE seconded, and it was carried unanimously that Mr. CONNOLLY be appointed league umpire.

Mr. CONNOLLY said that with the chairman's permission he would rather not accept the position, as last year some of his decisions were disputed.

The CHAIRMAN—Since the meeting has declared itself so unanimously in your favour, you ought not to desert the post to which the Club has elected you, as their unanimity of opinion shows that you must be a good umpire.

Mr. CONNOLLY decided to stay.

Dr. CLARK—I beg to move a hearty vote of thanks to Mr. Chatham for presiding at this meeting. He is taking a great interest in the Club.

The vote was carried by acclamation, and Mr. CHATHAM in responding thanked the meeting heartily and congratulated the Club on its past season's work, and hoped the coming one would be more successful. He trusted the new committee just appointed would keep its eye on the biscuits and toys (laughter).

During an interval in the ballot Mr. CHATHAM presented the cups won in the recent tennis and bowls' tournaments. The former went to Messrs. Gidley and Witchell and the latter to Messrs. Brett and Carter.

VICTORIA RECREATION CLUB.

SWIMMING FETE.

The Victoria Recreation Club on the 26th August held their first swimming fête of the season under agreeable conditions. The weather left little to be desired. The attendance was large and included many ladies, and the exhibition of sport was interesting to the spectators and creditable to the participants. This was the first occasion on which the new swimming bath on the west side has been used for such public displays, and it was admitted that most of the advantages possessed by the new position had been realised. An interesting programme had been arranged, giving opportunities for showing the wide range of aquatic attainments which members have acquired, and as most of the events attracted a good entry there was a lively competition throughout. As a result the sport was decidedly above the average in point of merit, and some clever performances were witnessed, notably in the events for the longest stay in the water, the high dive and the team race. Considerable amusement was afforded by the "push the barrel" contest, but the most exciting was the water polo which was productive of some brilliant players The fete, which was patronised by the Governor and suite in the course of the afternoon, was well managed by the following officials: Handicappers, Messrs. T. Week and J. H R Hance; starters, Messrs G. A. Caldwell and E. W. Mitchell; judge, Messrs A Chapman and A. Rodger; timekeeper, Mr. E. M. Hazeland, while Mr. Frank Lammert was the courteous secretary. The absence of a band to enliven the proceedings was the subject of comment, but it was stated that the committee had found it impossible to arrange for one to be in attendance. Appended are the results of the sports.

Two lengths (handicap)—First heat—1, J. A S. Alves; 2, N. A. Alves; Second heat—1 H. C. Sayer; 2, H. S. Holmes; Third heat—1, C. M. S. Alves; 2, P. M. Remedios. Final—1, H. C. Sayer; 2, L. E. Remedios. In all there were 12 starters. The closest heat lay between H. C. Sayer and H. S. Holmes, while a very keen struggle was seen in the final, Sayer doing the distance in 45 1/5 secs. and winning by a very narrow margin from Remedios.

Running header from spring board (seven competitors)—1, J. Witchell; 2, C. Humphreys. The competitors showed some clean and graceful diving, and though not appearing in the prize list both M. A. B. Souza and M. A. Figueiredo gave capital displays.

Longest stay under water (eight competitors.—1, Carvalho (1-35 secs); 2, E. Humphreys (1-34 secs). The times of the winners indicate the remarkable nature of their performances Several of the others were able to remain under the surface for over a minute.

High Dive (eight competitors)—1, C. Humphreys; 2, J. Witchell. As will be noticed the winners were the same as for the running header.

Team Race. Four teams competed. From the outset No. 1 took the lead and retained it till Holmes for No. 2 challenged his rival. Both men finished at the same time, but Holmes successors were unable to keep their advantage and No. 1 finished first. The team was constituted as follows: J. Witchell, A. J. V. Ribeiro, C. N. S. Alves, J. W. Bains, P. R. Chunyut, A. A. Alves and J. E. Ellis.

Push the barrel No. 2 team comprising J. Witchell, A. Barros, A. J. V. Ribeiro, H C. Sayer, J. M. Roza Pereira, J. G B. Macdonald beat No. 1 team composed of R. C. Witchell N. H Alves, H. S. Holmes, J. W. Bains, P. M. Remedios and O. R Chunyut.

Water Polo White and Blue Teams: White—J Witchell, C. Humphreys A. V. Barros, A. J. Ribeiro, H. C. Sayer, O. R. Chunyut, J. H Hance. Blue—R. C. Witchell, H A. Lammert, F. Humphries, J M. Roza Pereira, N. H. Alves, R. Henderson and J. C. E. Hance On the whole the game was very even, both sides attacking in turn. Barros was the first to score and Sayer a few minutes later spoiled an opportunity of putting his team up another point. Blue now took the game in hand and Lammert equalised with a strong shot. Immediately afterwards Barros registered a second point from the centre which the custodian ought to have saved; and before half time was called the Blue were again on level terms through Lammert. In the second half the Blue had the better of the exchanges, and Lammert gave his side the winning goal, White tried hard to equalise but had to retire defeated by three goals to two.

NAVALYARD FOOTBALL CLUB.

There was a large gathering at the annual meeting of this club, the police and warders having decided to join forces with the naval police for the coming season.

It was unanimously decided to ask Rear-Admiral Dicken to retain the presidency of the Club, and Mr. C. E. Batt, R.N., secretary to the Admiral, Captain F. J. Badeley, Inspector Lawrence, Mr. Collins, R.N., and the principal officers of the yard were appointed vice-presidents. Mr Downie was elected captain of club and Mr. Coyne vice-captain, while the following were elected to the general committee:—Messrs. Godfree, Cooper, Ratcliffe, Cotton, Locke. Hopcroft, Tollick, Gast and Coles. Mr. Glover was appointed representative on the Shield committee.

It was decided that the subscription and colours should be the same as last year, and to hold a general meeting of the club on the first Wednesday of every month.

Congratulations are to be conveyed to Rear-Admiral Dicken on his promotion, and a vote of thanks was conveyed to Mr. W. B. Ruse, the retiring secretary, who owing to his probable early departure for England, was unable to retain the position.

THE CHINESE COMMERCIAL UNION.

THE GOVERNMENT'S REASONS FOR FORBIDDING BOYCOTT MEETINGS.

On Aug. 29 there was a meeting of the Chinese Commercial Union, Mr. Fung Wa-chun presiding, at which the following correspondence was read:—

Hongkong, 14th August.

TO THE HONOURABLE THE REGISTRAR-GENERAL.

SIR,—I am directed by the Committee of the Chinese Commercial Union to address you under the following circumstances:—

As His Excellency the Governor is no doubt aware, a widespread movement has been started amongst the Chinese in many places in China, and also in the British Colony of the Straits Settlements, for the purpose of the boycotting by Chinese of American goods and products. Such movement is attributable to the patriotic, and, it seems to us legitimate desire of inducing the Government of the United States of America to modify the very stringent laws which they have made in connection with this exclusion of Chinese from the United States of America.

Under these circumstances, we would most respectfully ask His Excellency the Governor for a permit under his hand, under the provisions of Section 51 of Ordinance No. 3 of 1888, authorizing public meetings of Chinese to be held at Nos. 30 and 32 Des Vœux Road, Central, Victoria, in this Colony, for the purpose of discussing and, if necessary, passing resolutions is connection with the question as to what action is to be taken by the Chinese in this Colony in regard to the above movement. I have the honour to be, sir, your most obedient servant,

FUNG WA-CHUN,
Chairman.

The reply was as follows:—

Colonial Secretary's Office.
Hongkong, 17th August, 1905.

SIR,—I have the honour to inform you that your letter of the 14th August, written by direction of the Chinese Commercial Union, requesting a permit under the Governor's hand authorising public meetings in connection with a movement "for the purpose of the boycotting by Chinese of American goods and products," has been laid before the Governor.

His Excellency is not fully informed of the constitution of the Chinese Commercial Union, but understands that it consists of some merchants, traders and others who are British subjects, and of many who are subjects of the Emperor of China and are residing in Hongkong for purposes of trade.

His Excellency is unable to grant the permission asked for on behalf of these gentlemen, as combined action of the nature contemplated only can be regarded as an attack on the commerce of a friendly power, and as His Excellency is satisfied that such action would re-act unfavourably on the trade of this free trade port and on all classes who have an interest in that trade, while its object of inducing "the Government of the United States of America to modify the very stringent laws which they have made in connection with the exclusion of Chinese from the United States of America" is more likely to be attained by other methods.—I have the honour to be, sir, your obedient servant.

T. SERCOMBE SMITH.
Colonial Secretary.

FUNG WA-CHUN, ESQ.

During the discussion which followed, Mr. Fung Wa-chun announced his intention of resigning the chairmanship. There were protests at this, the members speaking in the highest terms of his conduct in the chair, and requesting him to change his mind.

Mr. Ho Fook said in any case they could not accept his resignation at that meeting, so it was decided to meet again on September 20th.

MR. OLIVER BAINBRIDGE AT HONGKONG.

Mr. Oliver Bainbridge, the celebrated author and explorer, on August 28th granted an interview to a *Daily Press* reporter. Mr. Bainbridge leaves here to-day for Shanghai, and from thence he will travel into the interior of the province of Hunan, where he is anxious to see and make a study of the designated Chinese Jews. The explorer's travels have been to the most remote and un ivilised parts of the world, and he has always made a point of calling upon the rulers of these countries with a view to getting his information first hand for the work he intends publishing of the experiences he has encountered. Mr. Bainbridge stated that the native races were always particularly fascinating for him, and he thought they had been considerably neglected and looked down upon, whereas they had so many wonderful characteristics which, unless people had studied them properly, they really could not conceive. The explorer, who has tramped over the greater part of New Guinea, claims to be the first man who discovered Jews among the Papuans: the rites and doctrines in the religion professed by this people are strikingly similar to Judaism. Our representative was favoured with a view of the wonderful collection of pictures Mr. Bainbridge has collected in his travels, and among them he pointed out the black Jew of New Guinea and the ordinary native. Our representative further learned that the great explorer in his travels had met practically every celebrated man and woman living at the present time, and that at each city he called he visited the various educational institutions, where he made a thorough examination of the work done. This is with a view to compiling a book on the subject, which no one seems to have taken up, and for which he thinks there is great necessity. In this respect he spoke in most eulogistic terms of the courtesy of H.E. the Governor, who saw that he was afforded every facility to visit local educational institutions. He was also delighted with the cordial welcome accorded him by His Excellency on his arrival. On his return to Hongkong Mr. Bainbridge will probably lecture on the conclusions he has arrived at in connection with his ethnological and anthropological studies of the black Jews of New Guinea, and it is not beyond the bounds of possibility that he may then have something to tell concerning the supposed Chinese Jews.

We regret to announce the death of Mr. C. Dubois, of Messrs. C. & J. Favre-Brandt, which took place at Yokohama on August 17th. Mr. Dubois went to Japan in 1880, his first appointment for the firm being to Yokohama. Afterwards he was appointed to Osaka, where he remained in charge for some years, and then returned to Yokohama to take charge there. He was only forty-six. Mr. Dubois was married to a Japanese lady, and leaves four children to mourn his loss.

SUPREME COURT.

Thursday, 17th August.

IN ORIGINAL JURISDICTION.

BEFORE SIR F. T. PIGGOTT (CHIEF JUSTICE)

YUEN HANG KIN AND I. P. MADAR v. LI SHEK PANG.

Judgment was delivered as follows by His Lordship in this action wherein the plaintiffs claimed an injunction to restrain the defendant or his servants from trespassing on the plaintiffs' property at No. 86 Swatow Lane, and from digging up, or continuing to dig up the ground of the said premises, or otherwise endeavouring to connect the drainage of the defendant's premises, Nos. 1 to 17 Amoy Lane, with that of the plaintiffs' premises Nos. 2 to 18 Swatow Lane, also $1,000 as damages for such trespass and digging up as aforesaid:—

The defendant having entered the plaintiff's premises and dug it up for the purpose of reconstructing part of the system of drainage in his own property relied on *Pomfret* v. *Ryecroft* which I am bound to accept as an authority. But though bound to accept it I am not bound to extend it. Now it must be observed that the counsel for the defendant did not rely on the decision in this case, but on the dictum at the end of the judgment of Twysden J. I assume from the report that the reasons of the learned Judge were accepted by the Exchequer Chamber on appeal, and therefore I assume that this example of the rule laid down in this case is accepted:—"If a man gives me a licence to lay pipes of lead in his land to carry water to my cistern, I may afterwards enter and dig the land to mend the pipes though the soil belongs to another and not to me." But I must observe that in the discussion on the case the point kept most prominently in view is the right-of-way, so called, of necessity, and not the right to cause material damage: though there are later cases somewhat analagous to the present one. But the points on which I should like to hear further argument, if it had been necessary, are, whether the person entitled to this easement (1) may enter without notice, the question then arising when permission is withheld: and (2) whether he may do such damage as he pleases. I cannot see that he is entitled to mend his pipes altogether irrespective of the damage he may cause in doing so.

I think, however, that the conditions under which the Amoy Lane property came into the defendant's hands in this case bring him within the bare principle of the old decision, for I have no doubt that the old drain on the plaintiff's land was appurtenant to the land conveyed by the plaintiff to the defendant, and that if the drain had needed repair the defendant would have been in the same position as in Mr. Justice Twysden's owner of the lead pipes, whatever the true aspect of that position may be. Stress was laid by the plaintiffs' counsel on the fact that the line of the drain was altered. It seems to me conceivable that some alteration in the old line might come in the principle. But this is a very different thing from the position taken by the defendant's counsel, who contended that he was entitled to have an "effective" drain: that is, that he was entitled to go on the plaintiff's land without notice and without permission, and do what was necessary to the plaintiffs property irrespective of the damage done, to give him a perfect system of drainage. The proposition is too wide to be tacked on the dictum in *Pomfret* v. *Ryecroft*, and of itself shows how narrowly this right of trespass needs watching. The proposition which was necessary to the defendant's case was not, however, quite so wide as this, and I am not sure that *Pomfret* v. *Ryecroft* would not support this—that the trespass would be justified of necessity if it were the consequence of a lawful order made by a duly constituted authority, subject always to the questions of notice and damage already alluded to. But the facts do not warrant the application of such a principle, for there is no order of the Sanitary Board made under statutory authority which might warrant obedience at all hazards. It is clear that the Public Health Ordinance, by ss. 192 and 193, does not do more than approve drainage plans made by the parties on whom an order has been served, calling on owners of property to put in order their drainage system which is out of order by their own fault. It would not warrant a trespass on another owner's land in the absence of express permission in the ordinance sanctioning it. I must observe on this part of the case that it is a pity the Sanitary Surveyor made so strong an affidavit as he did. It seemed to me to put an interpretation on the Ordinance which is not warranted. Government officials, when they are called on to make affidavits in actions to which other people are parties, should be careful to make them as colourless as possible, not lending their opinion to either side, but confining the transaction to an impartial statement of facts. I wish to say also that affidavits such as those put in by the expert witnesses should always be accompanied by plans.

What happened then, in this case, was that an order to abate a nuisance was made, and the method in which that abatement was to be carried out was indicated as being a reconstruction of the drains. It is impossible to contend that this order was sufficient to give the defendant a larger right of trespass than he originally possessed: though I am disposed to think that if on due notice being given, as it ought to have been given, the plaintiff had refused to allow the work to be done, or had prevented it, this might have been sufficient grounds for proceeding against him. But in respect to the drain which connected the defendant's system with the plaintiff's, there is no order at all, or even approval by the Sanitary Board. The plans sent into that Board by the surveyors of the two parties respectively were supplied to the Court by the Department. In both the old drain is merely described as "existing drain": in the defendant's plan it is indicated by dotted lines. It is apparent that so far as the reconstruction of the drain was concerned, this part of the system was left out of consideration, and it is impossible after examining the plans not to see that the only plans which were sanctioned by the Board, because no others were submitted to them, were the independent systems of the plaintiff and defendant: it is impossible not to come to the conclusion on the plans that these two systems would be connected by the existing drain. No change in that was indicated. It formed an essential part of the defendant's new system. So far, therefore, the defendant has not even the justification for his trespass of the approval of the Sanitary Board. For such a trespass there must be substantial though not excessive damages, and I think $250 will meet the justice of the case, with leave to the plaintiffs to prove the special damage claimed loss of rent—before the Registrar.

Now, as to the injunction: I did not think when the case was first mentioned that it was a case for an injunction, but one eventually for damages: after hearing the case that view is confirmed. Although the plaintiff must have costs of suit, each party must pay his own costs of such proceedings as resulted from the claim for an injunction.

Monday, Augus 28th.

BEFORE SIR F. T. PIGGOTT (CHIEF JUSTICE)

APPLICATION TO SET ASIDE A MORTGAGE.

Lo Kwong Chiu, a student, residing at Macao, by Lo Foon Hing, his next friend, of 23 Bonham Strand East, brought an action against Vincenzo Pietro Mussoo di Peralta, merchant, of Queen's Road Central, in order to have a mortgage alleged to have been signed by plaintiff set aside.

Mr. E H Sharp, K.C., and Mr. H. G. Calthrop (instructed by Mr. E. A. Harding) conducted the case for plaintiff, and Mr. H. E Pollock, K.C. (instructed by Mr. E. A. Bonner) acted for the defendant.

Mr. Sharp read plaintiff's statement of claim to the effect that plaintiff was a minor residing at Macao and was entitled as tenant in common to a fifth share in Inland Lot No. 7, which estate and interest were purported to have been assigned to the defendant in consideration of a sum of $26,000, alleged to have been paid by defendant to

plaintiff. The document in question was registered in the Land Office. It was written without plaintiff's knowledge or consent and the signature it bore was a forgery. Plaintiff did not receive the said sum of $26,000 and he claimed that the document be cancelled, asking for a declaration that the signature was a forgery and that the document was void. In the statement of claim filed by defendant, the latter denied that the plaintiff was a minor. With reference to the paragraph in the claim respecting plaintiff's share of Inland Lot No. 7, the defendant said that a man called Lo Kwong Chiu, whom the defendant did not admit to be the same person as the plaintiff, was entitled as tenant in common to one fifth share in the lot mentioned and that his title was registered. Defendant averred that all the estate and interest of Lo Kwong Chiu was assigned to defendant by an indenture of mortgage, dated 31st March, 1905, in consideration of the sum of $26,000, which was then and there paid by defendant to Lo Kwong Chiu. The document was registered in the Land Office by memorial No. 37,541. Regarding plaintiff's statement that the signature was appended without his consent or knowledge, defendant affirmed that the signature to the mortgage was the true and genuine signature of Lo Kwong Chiu on the execution of the document. Defendant denied that the document was made either without plaintiff's knowledge or consent, or that the plaintiff had not received the sum of $26,000.

Continuing, Mr. Sharp said the facts were of a very simple character. The plaintiff and his family lived in Macao, in fact, they were one of the leading families in Macao. About November 1903—he did not think they were concerned with any earlier date—plaintiff's father Lo Chuk Chee purchased some property in Hongkong for five of his sons, including the plaintiff, for $230,000. Upon the 6th January, 1904—he thought that was practically the only date which would concern the inquiry—the property was assigned, pursuant to that purchase, to the plaintiff and his four brothers. The assignment was executed at the fathers house in Macao in the presence of Mr. R. A Harding and in the presence of Messrs Ewens, Harston and Harding's senior interpreter. This was in due course registered in the Land Office. All this was, he thought, common ground. The next date was March 31st of this year when that forgery was perpetrated, the facts of which they would prove. On the morning of March 31st this year Mr. Bonner went to the office of Messrs. Ewens, Harston and Harding to borrow a draft of the assignment of January, 1904. Mr. Bonner said that he wished it for a mortgage which was being prepared in his office for Lo Kwong Chiu's share of the property in question with a view to borrowing $26,000 upon it. Verylittle passed on that occasion, but Mr. Bonner was informed that Messrs. Ewens, Harston and Harding knew nothing of the alleged mortgage and that Lo Kwong Chui was a minor. Mr. Bonner went away with the draft assignment, but Messrs. Ewens, Harston and Harding being uneasy as to what they had just heard wrote to the father in Macao informing him of what they had heard. This was on Friday, March 31st. On the Saturday morning the firm received a telegram from the father in consequence of which they wrote at once to Messrs Dennys and Bowley the following letters "Telegraphic instructions have been received from Macao that Lo Kwong Chiu is in Macao and that some one is attempting to impersonate him to raise money on the property. The other four brothers are also in Macao and have no intention of disposing of their shares. Please take notice that we are acting for all the sons." Later on the same day they wrote a supplementary letter to the same parties, stating that they had been instructed to have the mortgage set aside. Between the writing of those two letters Mr. Bonner went across to Messrs. Ewens, Harston Harding's office and told them that the mortgage had been put through the previous day. In spite of the prompt action taken by Messrs. Ewens, Harston and Harding they were too late to prevent the document going through. Mr. Bonner said that the man Lo Kwong Chiu had been introduced to them by Lo Chuk Hin, who was represented as plaintiff's uncle. Counsel said he would prove that Lo Kwong Chiu had no such uncle. It was further stated by Mr. Bonner that the man introduced as Lo Kwong Chiu was pock marked. It appeared that Messrs Dennys and Bowley had been completely deceived by a number of conspirators. In conclusion, Mr. Sharp said he would call Messrs Ewens, Harston and Harding's chief interpreter who witnessed the assignment and who had known the family for 25 years. He would call the plaintiff, who was only a boy, and his four brothers, some of whom were older and some younger than plaintiff. He had subpœaned Mr. Bonner, but he could not say what that gentleman would tell them. Those witnesses would prove that plaintiff was Lo Kwong Chiu, the person entitled to the share in the assignment of January, 1904, and they would prove that he had not made that mortgage in March of this year. It would be proved that the signature upon the mortgage which purported to be his signature was most certainly not his signature. It would be made clear that a daring fraud had been perpetrated and that plaintiff was entitled to the relief which he asked, and that the mortgage be declared a forgery and cancelled.

Evidence was then called.

Sin Tak Fan said he knew Lo Chuk Chee and his sons. In November, 1903, witness received instructions from Lo Chuk Chee to prepare an assignment of Inland Lot No. 7 for $230,000 in the name of his three sons. Subsequently he gave the names of the other two sons to be added to the assignment. He had to make out the assignment in equal shares to the five sons. Witness prepared a draft (produced) and an assignment was executed pursuant to that draft on 6th March in Macao. Witness went over to Macao with Mr. Harding and obtained the signatures of the vendors, afterwards proceeding to the father's house where he got the signatures of the five sons. He pointed out the signature of Lo Kwong Chiu on the assignment, which he had witnessed. He knew Lo Kwong Chiu personally, and also knew Lo Kwong Chau, another son who was pock marked. The signature on the mortgage was not Lo Kwong Chiu's. The characters were different and would sound Lo Wong Chuen. The two last characters were different in character and meaning to those of plaintiff's name. In the so-called mortgage the name was written in foreign fashion—from left to right. Witness then spoke to Mr. Bonner calling at the office, and requesting the loan of the draft assignment, telling him that Lo Kwong Chiu was borrowing money on his share. Witness told him that Lo Kwong Chiu was a minor. He gave Mr. Bonner the draft and afterwards wrote to Mr. Lo Chuk Chee informing him of what he had heard. In consequence he received a telegram from plaintiff's father and, upon its receipt, he wrote to Messrs. Dennys and Bowley. Mr. Bonner came to the office next day and told him the mortgage had been put through. Mr. Bonner informed him that the person who signed as Lo Kwong Choo was pock marked. The plaintiff was Lo Kwong Chiu. Some brokers introduced the alleged Lo Kwong Chiu to them. Mr. Bonner informed him that he had advised defendant not to lend the money and defendant had given Messrs. Dennys and Bowley a letter exonerating them as to any consequences.

Cross-examined by Mr. Pollock - Lo Chuk Chee was also known as Lo Kau, and he advanced the whole of the $230,000, the purchase money of Inland Lot No. 7. Lo Ling Ying, the first of the sons, on the assignment was of full age. With regard to the second, Lo Kwong San, witness was not sure whether he was full age or not. Lo Kwong Chiu was under age. Lo Kwong San had transferred his share to his mother, as if by sale. Lo Kwong Chau, the pock marked son, was by the same mother as Lo Kwong San. There were rumours of the son borrowing, and the transfer was made to his mother to prevent his squandering it. The father gave witness instructions but was was no party to the transfer. Similar instructions were not given respecting Lo Kwong Chiu, who was the son of one of the father's many concubines. This action was brought at the instance of Lo Kwong Chiu to have his share clear. Witness then stated that he was asked by telegram to "stop the transaction if possible" The telegram was in the Chinese commercial code. Witness kept no copy of the letter, which was only a private letter. When he stated that the owners were in Macao and had no intention of disposing of their shares, he wrote from his own knowledge.

Lo Kwong Chiu, the plaintiff, said he was the fourth son of Lo Chuk Chee and lived at Macao. He was 21 years of age, according to the Chinese reckoning. He signed the deed of assignment in Macao His brothers were present and signed the document at the same time. Since that time he had never dealt with that share or borrowed money on it. The signature on the mortgage was not his nor was it his name. He had a brother Lo Kwong Chau who was pock marked and a little crazy. This brother had no share in the assignment. He had not an uncle called Lo Chuk Hin. He never authorised any one to borrow money on his share of the property, nor had he received any money for his share.

Cross-examined by Mr. Pollock—His father had all sorts of businesses in Macao. He owned a bank and carried on a lottery and fantan farm in Macao. The property in Hongkong was put in his name as it was a gift from his father. He did not remember how much he had received as his share The money was paid into the Po Hung Bank in Macao to the credit of himself and his brothers. He had not drawn anything from the bank, nor had his father. He paid 100 dollars last month for his expenses in the family house. His father bought it, and gave it to them. He did not know exactly whether his father had any property in Macao or not. He did not know whether his father was expected to be sued or not.

His Lordship observed that up to a certain point both cases were the same.

Mr. Pollock agreed, but contended that plaintiff in order to succeed must prove that the signature was a forgery and written without his authority or consent. He had to prove an equity to have the mortgage set aside.

Mr. Sharp submitted that all they had to prove,—and they had abundant evidence to establish it—that the person executing that mortgage was not Lo Kwong Chiu at all. If His Lordship was satisfied that that man did not execute that mortgage, but that it was executed by some one impersonating him, the defendant must prove that he had the authority of plaintiff.

Mr. Pollock held that the onus of proof was on the other side.

Cross-examination resumed—You say you heard your father read the letter on the evening of 23rd March?—Yes.

What was it?—The letter said I was borrowing money.

What did your father say?—He asked if I was borrowing or not and I said I was not.

I want to ask you about Lo Kwong San. What about his share?—He has not got his share.

When did he dispose of it?—Some time ago.

What time?—I don't know anything about his affairs at all.

Do you know to whom he conveyed it?—It was transferred to his mother, Lo Lung Shi.

Did he do it of his own accord?—Yes

Have you seen defendant at your father's house?—No.

Question repeated—I saw him in my stepmother's house after the loan.

Did you hear him speaking to your father?—Yes.

Did you hear your father say he had recovered the sum of $9,300?—Yes.

Did you hear your father say where this money was deposited?—At the Portuguese Bank.

Did you hear your father say in whose name it was deposited?—I did not.

Where is your father now?—In Macao.

He has been over to Hongkong lately?—No.

Are you sure about that?—Positive.

When did you see your pock marked brother last?—About two months ago.

Re-examined—Your father recovered $9,300. Do you know how?—A man was arrested on the Heungshan Wharf at Macao.

Do you know who he was?—His name was Tsoi Lin Po.

And the police were on the look out for this man from Hongkong?—Yes.

He was arrested and the magistrate gave this money to your father?—Yes.

This Chinaman was one of the two conspirators mentioned in the telegram?—Yes.

Has your father another family house in Macao besides that in which you live?—Yes.

Has he given them to you?—No.

Do you know what property your father has in Macao?—I don't know exactly.

He has given you and your brother some property?—Yes, the house in which we are living.

His Lordship asked if both the documents were registered.

Mr. Pollock replied in the affirmative.

His Lordship said that it puzzled him how that subequent document was registered in an apparently different name and the signature not verified in the actual document.

Mr. Sharp thought it would be explained by the signature being as he thought in English.

Mr Pollock pointed out that the signature read the same in English and Chinese but it sounded different.

His Lordship—I suppose that in the Land Registration Office in England the first thing they would do would be to compare the signatures. The whole idea of registration is to protect title. Here is a person who professes to be entitled to register the mortgage. He brings the mortgage to register it, and the signature does not correspond with the signature of the last owner.

Mr. Sharp—It should not be so, but this case exemplifies what is done.

His Lordship It is like a mortgage being brought in by a man named Smith and the last-mentioned owner was Smythe. It would be the duty of the registering officer to call attention to the fact of the difference in the names In this case not only is the meaning different but the way of writing the name is different.

Mr. Sharp—Your Lordship will see they are rendered in English in the same fashion.

His Lordship—That is not the point. It is whether the writing is different. It may have a different bearing on the onus of proof.

Mr. Sharp—The Land Office has only a memorial and the only signature on the memorial is that of the vendor, so that they have no signature to compare.

His Lordship—The whole object of registration is defeated.

Mr. Pollock—Only one person is required to sign, the purchaser. It seems to be a great pity.

His Lordship—It seems a most important question.

Lo Ling Yeuk, the eldest son of Lo Chuk Chee, said he had signed the document in question in the presence of his brothers, receiving the property, Mr. Harding, and Mr. Sin Tak Fan. The signature on the mortgage was not that of his brother, Lo Kwong Chiu.

Lo Kwong San, the third son of Lo Chuk Chee, and full brother of Lo Kwong Chau, said he lived with his brothers in the family house He was formerly owner of a share of Inland Lot No. 7 but this had been transferred to his mother. He also testified to the signature on the mortgage being different in meaning and character to his brother's usual signature. Witness spoke to informing his father that Lo Kwan Chau had been told by two men to sign Lo Kwong Chiu's name according to a specimen produced and that his father slapped Lo Kwan Chau. On receipt of the letter from Mr. Sin Tak Fan witness and plaintiff came over to Hongkong.

Cross-examined by Mr Pollock—His father had only one pock marked son Lo Kwong Chau, and the signature on the mortgage was in his handwriting. The reason for transferring the property from witness to his mother was due to rumours that he had been borrowing money last year, and in order to pacify his parents he thought it advisible to assign the property to his mother. It was he, and not his father who gave instructions to Mr. Sin Tak Fan to prepare the transfer. His mother paid him no money for the transfer. He was born in 1883 and was 21 years old. Lo Kwong Chau confessed everything to his father when questioned by him. It was two months since he had seen that brother, who was "here to-day and somewhere else to-morrow."

Lo Hoon Chung, second son of Lo Chuk Chee, also gave evidence as to the signing of the settlement and stated that the signature on the mortgage was not in his brother's handwriting.

Cross-examined—He could not say in whose handwriting the signature was.

Lo Chung Fan, the sixth son of Lo Chuk Chee gave corroborative evidence.

Mr. E. A. Bonner, of the firm of Messrs. Dennys and Bowley, said that on March 31st last he completed the mortgage produced. He had seen plaintiff that morning, but he was not the person who signed the document. Under that mortgage $26,000 were paid over by Mr. Mussco. He had a document of identification in which Lo Chang Hung, said to be his uncle, identified the pock marked individual as Lo Kwong Chiu.

This concluded the case for plaintiff.

Mr. Pollock thought it would not be necessary for him to call any evidence.

Mr. Calthrop addressed the Court, pointing out that they had had conclusive proof that Lo Kwong Chiu had not signed the mortgage as he was in Macao that day. As soon as they knew anything about the matter, on 31st March, they communicated with the father at Macao, who at once telegraphed back. Then they immediately wrote to Messrs. Dennys and Bowley, so that they were perfectly innocent of any of that, what seemed an undoubted fraud. On the evidence he submitted that plaintiff was clearly entitled to ask for relief and to have a declaration that the mortgage was a forged document.

Mr. Pollock held that the plaintiff had not made out such a case as to entitle him to relief. The question which his friend put to one of the witnesses showed that he appreciated the situation. He appreciated that it was not quite sufficient in order to entitle him to relief in that case for the plaintiff to prove that the actual hand which wrote the signature was not his, but it was necessary for plaintiff to make out, in order to entitle him to relief, that the signature was made without his knowledge or consent.

His Lordship—It is sufficient to prove that plaintiff did not sign the document.

Mr. Pollock—Plaintiff must make out to the satisfaction of the Court that it was done without his knowledge or consent.

His Lordship—Can you give any authority for that.

Mr. Pollock—I would refer Your Lordship to the definition of forgery in Stevens' Criminal Law.

Mr. Calthorp—I would call attention to the defence that this is a true, and genuine signature

Mr. Pollock—That is so. I am quite ready to meet that argument.

After further discussion Mr. Pollock submitted that the definition of forgery was making a false statement in the name of any person without his authority.

His Lordship remarked that Lo Kwong was another name altogether. Mr. Pollock said the name it was intended to suggest was Lo Kwong Chui. Proceeding he said—supposing he could establish that it was reasonable to suppose the plaintiff knew there was something going on, then he submitted that the plaintiff could not come into this court and say he wanted the deed set aside. The Court ought not to be satisfied on the evidence that the deed ought to be cancelled, assuming that it considered that the plaintiff could not fairly ask for it to be set aside. He submitted that the plaintiff would not be entitled in equity to have this document set aside if it could be shown there was no knowledge or consent to the particular transaction which it was sought to set aside. He would go a step further and say it was not sufficient for the plaintiff to prove the manual forgery, but he had to show in addition that he had been actuated by good faith all through the case. If he could satisfy the court that there were some circumstances of suspicion connected with the matter he submitted that he was entitled to argue before the court that the plaintiff was not entitled to relief, and further that he was not entitled to come before His Lordship, sitting as a judge in equity, and ask for a cancellation of this document. The evidence showed that the father did not wish his name to appear in the register, therefore he put in the names of his five sons, although he was the man who was really running the property and carrying it on *sub rosa* for his own benefit. As regards the houses, or at least one of the houses in which the father was living at Macao, an exactly similar transaction had taken place. The property had been put in the hands of his five sons without any consideration whatever, although the father really did remain master of the situation. He submitted to His Lordship that there was quite sufficient before him to justify him in holding that, as a matter of fact, although the property was nominally in the names of the sons it must be considered really as having been, in fact, the property of the father. Upon the evidence as given by witnesses, there were sufficient circumstances of doubt and suspicion to show that the plaintiff was not entitled to relief.

His Lordship reserved judgment.

In Summary Jurisdiction.

Before Mr. A. G. Wise (Puisne Judge).

A WIFE'S MAINTENANCE.

Sheikh Bachoo, military pensioner, of 30 Austin Road, Kowloon, and Zuhara, his wife, claimed $100 from Abdul Sattar, otherwise known as R. Sadick, a tramway employee, for the maintenance of defendant's wife, Shahbralton, from November 21st, 1904 to July 5th, seven months and fourteen days at $14 per month. The parties had been before the Court a few months ago, when the original action was at the instance of the wife against defendant. On that occasion His Lordship gave judgment for plaintiff for 15 dollars per month.

Mr. R. A. Harding appeared for plaintiff and Mr Stevenson for defendant.

His Lordship—I think there is some misunderstanding in this case. I have decided it before. The lady brought an action before for the same period.

Mr. Harding—But she did not succeed.

His Lordship:—Not for alimony. She got judgment with expenses for six months. She claimed 120 dollars for twelve months and I gave her instalments of $15 per month, so as to keep her going a bit.

Mr. Harding—I understood you gave this as alimony.

His Lordship—No. I can't do that.

Subsequently His Lordship referred to the arrangement in chambers, by which they tried by moral suasion to get the husband to agree to a sum per month. It had worked to some extent, but how far it was legal or not he did not know. He had given her the $15 per month not as alimony but to save her bringing an action month after month. It was for the past debt.

Mr. Harding interposed the remark that the action was brought by different plaintiffs.

His Lordship said that the wife had lived with her parents who must have known that she was bringing that action. Continuing, he said he did not think their schemes in chambers would be a success, as if the husband refused to pay the wife could pledge her husband's credit.

Mr. Harding did not think the tradsmene could go on.

His Lordship replied that in living apart from her husband she was entitled to have necessaries.

Mr. Harding concurred.

After further discussion Mr. Harding suggested that His Lordship might extend the summons from July 5th to August 5th.

Mr. Stevenson objected.

His Lordship said he had given her up to July 5th and now another extension was wanted. He was quite willing to do that if the parties would agree.

Mr. Harding pointed out that His Lordship had power to amend.

His Lordship was of opinion that that was going beyond an amendment. He was afraid Mr. Harding would have to take out another writ.

Mr. Stevenson said the money was not due to his friend's clients.

Mr. Harding replied that it was, and that the plaintiffs were the proper plaintiffs.

His Lordship asked if the wife lived with her mother.

Mr. Harding returned an answer in the affirmative and added that the money was due to be paid on the summons.

His Lordship said he would have to nonsuit the plaintiff.

Mr. Harding asked if the judgment previously given by His Lordship did not affect the present plaintiffs.

His Lordship—They must have known. I am not going to give more than $15. She is not worth it.

Mr. Harding—It does not settle the father's claim.

His Lordship—He must have known she was making this claim.

The Court then rose.

Tuesday, 29th August.

IN SUMMARY JURISDICTION.

BEFORE MR. A. G. WISE (PUISNE JUDGE).

MOOSDEEN V. MOOSDEEN.

The plaintiff, Mrs. Zaharab Moosdeen, of No. 124 Wanchai Road, claimed from the defendant, A. R. Moosdeen, of Messrs. Arnhold, Karberg and Co., Canton, the sums of $110 due for the months of April and May, and $160 due for the months of June and July, for alimony, after the agreed rate of payment.

Mr. E. A. Bonner (of Messrs Dennys and Bowley) appeared for the plaintiff, while the defendant, who was absent, was not represented.

Mr. Bonner stated that the plaintiff's claim in the first action was for $80 for the month of May, and $30, arrears for the month of April, at the agreed rate. In the second action she claimed $80 for the month of June, and $80 for the mouth of July. The writ was served out of the jurisdiction of this court, and he would prove service thereof.

Chan Fuk, an interpreter in the office of Messrs. Dennys and Bowley, and a British subject, stated that on the 19th August he went to Messrs. Arnhold, Karberg's office, at Shameen, and saw the defendant. He said to him—"Here are two writs for you." Defendant refused to take them and took witness to the British Consul. The Consul told him he had no right to serve the writs, and to clear out of Shameen, at the same time saying—"If you are beaten you must not come here and complain." Witness again went to the office of Messrs. Arnhold, Karberg and Co. on the 21st when he found defendant sitting at his desk. He put copies of the writs thereon and walked out on to the verandah. Defendant took the writs, ran on to the verandah and threw them at witness. He then caught hold of him and said—"You take the writs back or I will put you under arrest." He then told the compradore to call a policeman and, on one arriving, witness was eventually forced to take the writs back.

His Honour—Did Moosdeen know what the papers were?

Witness—Yes. I told him they were writs, and he remarked—"I suppose they are about my wife?" I said they were.

Mr. Bonner—Did he say a writ had been sent to the Consul to serve on him?—Witness—Yes.

Mr. Bonner, in support of his contention that the service was good, referred His Lordship to Dowling's case in the Annual Practice wherein it was stated that if the deponent informed the defendant of the nature of the process, and the copy was thrown down, that was sufficient proof of service.

His Lordship held that the service was good.

The plaintiff stated that she had been married to the defendant for 24 years. He told her he was getting a salary of $175 a month. She left him because he would insist on having a Chinese woman in the house. They had five children. She left him in November of last year, and later went to Canton with her brothers to settle with him about her maintenance. He agreed to allow her $80 per month, and had paid her from November until the following March, and $30 for the month of April. Since then defendant had not paid her, and had advertised in the papers that he would not be responsible for any debts she contracted. The agreement as to maintenance was a verbal one.

His Honour—I think $80 out of $175 is a large order, and the only evidence is that he promised her the amount.

Mr. Bonner—Possibly the plaintiff is mistaken about his salary, as he is in a very good position.

His Honour gave judgment and costs in both cases.

WONG KEE V. SIK LEUNG KIT.

The plaintiff claimed from the defendant the sum of $236.35 being on account of goods sold and delivered.

Mr. S. W. Tso represented the plaintiff and Mr. F. X. d'Almada e Castro appeared for the defendant.

After hearing the evidence His Honour gave judgment for the defendant with costs.

Wednesday, 30th August.

IN ORIGINAL JURISDICTION.

BEFOR SIR FRANCIS PIGGOTT (CHIEF JUSTICE).

JUDGMENT IN IMPERSONATION CASE.

His Lordship delivered judgment as follows in the case in which Lo Kwong Chui, a student of Macao, brought an action against Vincenzo Pietro Musso di Peralta to have a mortgage set aside and its registration cancelled:—The mortgage on which the defendant relies in this case is a palpable fraud. It is quite possible that owing to the use of a name which was not the name of the true owner of the property mortgaged, the case might not fall strictly within any of the definitions of forgery given by Stephens in his Digest of the Criminal Law; though I have little doubt that such a case as the present, if it had occurred in England, would have been added to the list of cases given in Article 356 of the Digest illustrative of what is meant by "making a false document." But even if this were not so, the offence of obtaining money by false pretences was committed.

The argument of the defendant's counsel, pressed to its logical conclusion, comes to this: that although the maker of the deed had been found guilty of one or other of these offences, yet the true owner is not entitled to have it cancelled or set aside if he comes to the Court under circumstances which raise suspicions as to his documents of title: in other words, that the deed found to be a fraudulent deed is to remain of full effect in favour of the non-fraudulent party who has benefited by it. This argument is said to be supported by the fundamental maxim of equity that "he who comes into equity must come with clean hands." The attempt to make this principle applicable to the present case shows how carefully the maxim must be applied. The suspicious circumstances connected with the deed of assignment by Lam Sui Man to the five sons of Lo Chuk Chi are, that the purchase money was paid to the father: that he retained control of the property as evidenced by the re-transfer by his orders of one of the sons' shares to his mother: that he received the rents: that he had made similar arrangements with regard to other property of his in Macao; and that the whole transaction looked very like an arrangment made with a view to defraud creditors in the event of his going into bankruptcy in Hongkong. The true motive may, of course, have been to make provision for his sons, the consideration being natural love and affection. But for the purpose of the argument I assume that the other assumption is the correct one.

Now in the text books the maxim is illustrated by the following case. If a person seeks to cancel an instrument on the ground of fraud, equity will not interpose on his behalf if he has been guilty of wilful participation in the fraud. But, the books continue, the maxim must be understood to refer to misconduct in regard to the matter in litigation, and not to any misconduct, however gross, which is unconnected with the matter in litigation, and with which the opposite party in the cause has no connection. Applying the maxim thus explained to the suggestion made as to the true signification of the father's method of dealing with his property, it is clear that with the idea of defrauding creditors the defendant in this case has no thing to do: that question could only arise in the Court of Bankruptcy. I hold, therefore, that the maxim does not apply to the present case. The defendant, however, is entitled to little sympathy: for he acted in the face of the warning given to him by his solicitor, and, as it seems to me, under the very peculiar circumstances of the case, with unreasonable haste in pressing the mortgage through without a proper investigation of title. Although Mr. Bonner did the best he could for him, by advising him of the risk he was running. The plaintiff is, therefore, entitled to the relief he asks and judgment must be entered for him in the terms of the prayer for relief. I propose to draw the attention of the Government to what seems to be a very serious omission in law of registration, which does not make due provision for a proper investigation by the Land Officer of the identity of the parties by comparison of their Chinese signatures. This omission it was which made what is really a clumsy fraud possible.

Mr. Pollock—With reference to costs, I should like to say a few words.

His Lordship—I have not mentioned costs.

Mr. Pollock—A point which occurred to me was that this brother, who was more or less crazy, was left pretty much to himself. He is a brother of the plaintiff in this case and I submit, my Lord, although the deed must be set aside in accordance with your judgment, it does not follow the plaintiff would be entitled to costs. I submit the plaintiff is not entitled, inasmuch as the forgery was carried out by such a near relative, who was admitted to be crazy and who was not properly looked after, to costs. There are circumstances in the case which would justify your Lordship in exercising the discretion which you have under the code of costs and make an order that each party should bear their own costs.

His Lordship—I am somewhat impressed by what you say, but under the circumstances I think, as I have said already, that defendant acted most rashly and not in accordance with the advice which his solicitor Mr. Bonner gave him. If it had not been for that I think I might have made an order somewhat as you suggest. I think under the circumstances I cannot.

Mr. Pollock—Another point I am instructed to bring before your Lordship. It is hardly necessary for plaintiff to employ two counsel.

His Lordship—That is for taxation.

Mr. Pollock—Would your Lordship gave an intimation?

His Lordship—It is a legitimate point to raise, but it is simply a question of taxation.

Mr. Pollock—It would probably save time if your Lordship gave an intimation.

His Lordship—I don't think so.

Subsquently his Lordship asked how the judgment was to be communicated to the Land Office.

Mr. Pollock said there would be no difficulty about that.

Mr. Sharp thought the simple way would be to register that judgment.

IN SUMMARY JURISDICTION.

BEFORE MR. A. G. WISE (PUISNE JUDGE).

A CHINESE PROMISSORY NOTE.

The case in which Lik Yik Tak of Canton sued the Ye Wo Cheung firm of 64 Bonham Strend East for $1000 claimed on a promissory note came before the Court. The point to be debated was whether the document was a promissory note or not.

Mr. O. D. Thomson appeared for plaintiff and Mr. R. A. Harding for defendant.

Mr. Thomson suggested that the case should stand over pending the decision in another case before the Full Court. That course would not injure the pocket of any of the parties.

His Lordship did not think the case should be adjourned at present, and indicated to Mr. Thomson that he had better appeal.

Mr. Thomson replied that he would appeal.

His Lordship asked if Mr. Thomson wished for an adjournment as there was another case to be heard.

Mr. Thomson said he did not press that.

His Lordship held the document was not a promissory note and granted a stay of execution on condition that $50 was paid into Court, making the total security for costs $150.

LITIGATION OVER A LOAN.

Li Hing Lau, of 35 Stanley Street, Hongkong, sued the Po Yik Company and another for $400, money lent by plaintiff to defendants. Mr P. W. Goldring conducted the case for plaintiff and Mr. Holborow acted for defendants.

Plaintiff deposed to having been asked in January of last year for a loan by Ho Tang Sok, and he recollected going, accompanied by a friend, to the Po Yik Company's shop, where he saw a man whom he informed that he had brought the money. He gave the money to Yue Yan Yu, defendant's brother.

After other evidence had been adduced, the case was adjourned till Friday to enable defendant to make a certified translation of two entries in the books.

CLAIM AND COUNTER CLAIM.

Lam Sew Hi, trading as Kam Lee, claimed $223.61 from Sun Fook Cheung for goods supplied. Defendant set off against the claim, and the case was adjourned till Monday for further hearing.

IN ADMIRALTY JURISDICTION.

BEFORE SIR FRANCIS PIGGOTT (CHIEF JUSTICE).

SEQUEL TO A COLLISION AT SEA.

The Venetia Steamship Company claimed judgment against Elias Kiser Bernt Larssen and John Schwarten, owners of the s.s. *Proteus*, and also a reference to the Registrar to assess the amount of damages resulting from a collision for which plaintiff declares the *Proteus* was responsible. Captain St. John George, of the *Macquarie*, sat as nautical assessor. Mr. Sharp, K.C., acted for plaintiffs and Mr. Pollock, K.C., for defendants. The owners of the *Proteus* also claimed against the owners of the *Venetia*, but the actions were consolidated.

At the outset Mr. Sharp mentioned that two paragraphs, articles 16 and 29 of the regulations for preventing collisions at sea—had been omitted from the pleadings, and though he did not think they were very important he would like to know if his Lordship thought they should be included.

His Lordship did not consider that any amendment was necessary.

Mr. Sharp read the pleadings which set out that the collision took place on the morning of 14th March, 1905, when the *Proteus* appeared from out of a bank of fog at an excessive speed in the circumstances and struck the *Venetia* on the starboard side.

Mr. Sharp afterwards presented the material facts of the case. On the 14th March of this year the *Venetia* was on a voyage from Hongkong to Japan laden with coal. During the preceding night the vessel had been constantly passing through showers and fog and proceeded throughout the night at various speeds, slowing down whenever there was one of those showers or banks of fog. At 8 a.m. the *Venetia* altered her course to north east three quarter east. This was important in view of the fact that the *Venetia* continued upon this course up to the time of the collision. At 9 o'clock the position of the *Venetia* was somewhere about 23 miles south east of Good Hope Cape. At that time she was going full speed with a low head of steam, and on the bridge was the captain and third officer, with the quarter master on the look-out. According to the log book the *Venetia* entered a slight fog at 9.4 a.m., and her engines were put half-speed, which was estimated by the engineer to be about five knots an hour. The *Venetia* then began to sound her fog signal, the signal for a steamer under weigh, which was a very long blast every two minutes. Shortly afterwards the captain of the *Venetia* heard ahead the whistle of another ship which ultimately proved to be the Norwegian steamer *Proteus*, which was on a voyage from Japan to Hongkong. The *Venetia's* engines were put slow about one and a half knots, and thereafter she proceeded with caution. At 9-14, when the fog became denser and the whistle of the other ship continued to approach, the *Venetia's* engines were reversed for a few revolutions, and she sounded the signal for a steamer which was stationary—two prolonged blasts As the *Venetia* was thus stationary the *Proteus* suddenly appeared about one and a half points on the *Venetia's* starboard, close to the *Venetia*, "two or three lengths, and approaching rapidly—rapidly in view of the circumstances—at a speed of something like four or five knots and upon a course nearly parallel to the *Venetia's*. She would have passed clear but the *Proteus* swung her head to starboard and she ran with her stem pretty well forward into the side of the *Venetia*. That very likely was due to her reversed engines, but they were not prepared to say. She bumped into the *Venetia* more than once and it was said the *Venetia's* anchors struck the *Proteus*. At the moment, the *Venetia* was stationary but still heading north east three quarter east, and the momentum of the collision carried her out of sight astern into the fog. He held that the *Venetia* had complied with the conditions of good seamanship in the circumstances. The *Proteus*, on the other hand, failed either to proceed with the caution required, failed to stop, and failed to comply with the regulations of good seamanship. The *Proteus* mislocated the *Venetia*. She approached at a speed, which under the circumstances, was excessive, and when the officer in command found himself, as it were, on the top of the *Venetia* he apparently lost his head and made the worst manœuvre possible in the circumstances. He swung his bow round into the stem of the *Venetia*. How he canted her head round was not for them to say. The law on the subject was simple. It was a case under the fog regulations, and the rule was that those regulations override the articles for general steering. He would submit that the *Proteus* was going at an excessive speed in the fog and in the proximity of another vessel ahead of her. He would submit that the *Proteus* ought to have stopped some time before the collision. The *Venetia* stopped and he would prove by her log that the *Proteus* did not stop at all. In the preliminary act defendant stated that the speed of the *Proteus* at the time of the collision was two and a half knots. He would submit that the *Proteus* was wrong in changing her course to starboard and so bringing herself to the place of the collision, which she would not have done had she not changed her course. The evidence clearly established the fact that the *Venetia* was stationary at the time of the collision, and it also clearly established the fact that the great force with which the ships met was entirely due to the weigh of the *Proteus*. Consequently he would submit that the *Proteus* was solely to blame.

The evidence of the captain of the *Venetia*, Charles Fergus Reid; and other officers taken on commission at Calculatta was read. It was of an exceedingly voluminous character, and tended to bear out counsel's opening statement. From this is appeared that the *Proteus* struck the *Venetia* and went along her side, scraping it. The collision occurred about two and a half minutes after the engines of the *Venetia* were stopped.

The case was adjourned.

Thursday, 31st August.

IN ADMIRALTY JURISDICTION.

BEFORE SIR F. T. PIGGOTT (CHIEF JUSTICE).

SETTLED OUT OF COURT.

When the action in which the owners of the s.s. *Venetia* claimed damages from the owners of the s.s. *Proteus* for damage as the result of a collision at sea was mentioned this morning, Mr. E. H. Sharp, K.C., who appeared for plaintiffs, said that since the adjournment the parties had met and had agreed to settle the action out of court, on the ground that both ships were to blame, with the usual consequence that there would be a reference to the registrar and merchants.

His Lordship—Each party to pay their own costs?

Mr. Sharp—Yes. There will be a reference as to the amount of damage to the registrar, assisted by merchants.

Judgment was entered accordingly.

IN SUMMARY JURISDICTION.

BEFORE MR. A. G. WISE (PUISNE JUDGE).

LAU SHI UT SANG v. NG WING IU.

This was a claim for $119.02 for money lent and interest thereon.

Mr. Barlow (of Mr. Holmes' office) appeared for the plaintiff, and Mr. R. Harding (of Messrs. Ewens, Harston and Harding) represented the defendant.

After hearing the evidence His Honour gave judgment for the amount claimed and costs.

NG YEW v. CHU KWAI.

The defendant in the former action figured as plaintiff in this, and the plaintiff as defendant. The claim was for $1,000 for trespass to the goods of the plaintiff.

Mr. Harding represented the plaintiff, and Mr. Holmes the defendant.

Ng Yew declared that defendant called at his shop on the 6th May when he asked him to guarantee the rent due to the landlord of his house. Defendant promised to do so as he was formerly in witness's employ as a foki. He did not ask for any security or make any suggestion with reference to depositing goods.

Mr. Barlow—You mean to tell us that because he was once your foki he was good enough, out of the kindness of his heart, to guarantee payment of your rent for nothing?

Witness—Yes. He had a kind heart.

If he guaranteed payment of the rent, why didn't the landlord make him pay?—Although he guaranteed, the landlord would not look to him for payment.

Well, what was the use of his guaranteeing?—It was only for a matter of a few days.

Did you threaten him that if he did not make out a list of the goods he had in his shop, you would prosecute him?—No. I told him that if he did not, I would report to the police and have him arrested.

What did he say?—He said—"I will give you a list of all the goods I have removed."

Mr. Harding—Did the defendant promise you personally, or did he promise the landlord that he would pay the rent?—He promised the landlord.

Mr. Howell, bailiff of the Supreme Court, gave evidence as to the issue of a distress warrant against the plaintiff for three months' rent from the 27th February to 26th May. The goods sold from his shop realised $70.62. There were no books of any description on the premises, which were situated at No. 142 Queen's Road East. When he went to the shop it was locked and he had to get the key from the landlord.

Tam Sing Woon, dealer in Japanese goods, stated:—The plaintiff, who is indebted to me, called at my shop on the 10th May. I asked him to make a payment on account of his debt, but he said defendant had seized his goods. I told him to bring the defendant along. When they came I asked defendant if he had taken the plaintiff's goods away. He said he had. I heard the plaintiff ask the defendant why he took more than $1,000 worth of goods, as he only owed defendant's wife $100. At the plaintiff's request defendant wrote out the list of goods produced. A squabble followed, the plaintiff asking the defendant how it was he made out such a small list.

In cross-examination—The plaintiff did not threaten to take defendant to the Police Station if he refused to sign the list, and defendant did not refuse to sign. I have not received the amount owing to me. I was in the plaintiff's shop before the 6th May, and saw goods there which I would value at $1,000 or over.

Mr. Barlow stated that his defence was that the only goods which defendant ever had from the plaintiff were two sewing machines which were deposited as security on account of rent paid by the defendant for the plaintiff.

Chu Kwai was the first witness for the defence. He stated that he was formerly one of the fokis of the plaintiff. On the night of the 4th May, plaintiff knocked at witness's door to tell him the landlord was watching his premises. He asked witness to guarantee his rent, saying that if he refused the landlord would distrain the premises. Witness said—"You owe my wife $100 and now you come and ask me to guarantee your rent. In case of your business failing what am I to do." He said—"In that case I will hand over two machines as security." Witness then agreed to guarantee the rent, and eventually paid it for two months, an amount of $72. Plaintiff deposited the machines with witness, who gave a receipt for them. Witness did not go with eight coolies and remove some goods from the plaintiff's shop The document produced (the list of goods) was not in his writing.

Mr. Barlow—Two witnesses have sworn it is.

His Honour—You had better be careful.

Witness—I was forced to write a promissory note for $8 0 by the plaintiff.

His Honour—I should like to hear about this promissory note.

Witness—Although he forced me to write it I did not write it.

His Honour—What do you mean by telling me you did? What else did he force you to write?

Witness—He also forced me to make out a list of goods, but I did not sign it.

In cross-examination—He paid the landlord as the rent collector was not in. The rent collector called on him on the 8th May, but he told the collector he would pay the landlord. He said this because he had no available money. On the 11th May he told plaintiff he had paid the rent.

His Honour—If you paid the two months' rent on the 8th May, why was the landlord distraining on the 12th.

Witness—I don't know.

His Honour adjourned the case in order that subpœnas might issue for the landlord and rent collector. Meantime judgment in the first action is to be deferred.

Friday, 1st September.

IN BANKRUPTCY JURISDICTION.

BEFORE SIR F. T PIGGOTT (CHIEF JUSTICE).

A QUESTION OF SECURITY.

The case of Wong Sun Po and another exparte Wing Cheon Hoi was the first on the list for hearing.

Mr. F. C. Barlow, who appeared for the debtor, made application that the warrant of committal against Wong Sun Po be not enforced, upon security being given by him for his appearance. He was asking for an order similar to that made in the case of the other debtor.

His Lordship asked if the case had been before him previously.

Mr. Barlow replied that it had not, except that the warrant for committal had been made but had not been executed. Debtor had returned to the colony, and he asked for the warrant to be suspended.

His Lordship asked what Mr. Wakeman had to say on the subject.

Mr. G. O. H. Wakeman, Official Receiver, said that in the present case he should like to see the debtor first. There was a warrant out for his arrest.

His Lordship—You want the order for the man's arrest suspended.

Mr. Barlow gave an affirmative answer.

Mr. Bailey asked where the debtor was at present. He appeared for the Sun Tok On Insurance Company.

Mr. Barlow said he would give his interpreter instructions to bring him to the court.

Mr. Wakeman having described the case as unsatisfactory, the application stood over till the afternoon.

Later, Mr. Barlow renewed his application and stated that an order had been made against the debtor and his partner.

His Lordship was informed that the date of the petition was 5th April and the date of the warrant 11th May.

Mr. Wakeman added that the warrant was issued because debtor did not attend for his public examination.

His Lordship asked if the other man, Chun No Pok, appeared.

Mr. Wakeman replied that he came up for his public examination, and the date of the receiving order in his case was 16th May.

His Lordship said this man really did not abscond.

Mr. Wakeman explained that the man had been in Canton and came down later to say he had been ill.

His Lordship remarked that the other man had appeared but Wong Sun Po had not appeared since.

Mr. Wakeman answered that he had not seen the latter until that morning.

Mr. Barlow stated that his client's story was that he had been absent at the time the petition was served. He was ill at Canton and had had no service.

His Lordship remarked that the men were partners.

Mr. Barlow concurred.

His Lordship added that debtor must have known all about the failure.

Mr. Barlow did not agree with that statement and asserted that debtor was unaware of the proceedings until his nephew informed him he had been made bankrupt.

His Lordship referred to the fact that debtor had appeared voluntarily.

Mr. Wakeman rejoined that it had been made rather warm for some of them in Canton and they preferred to come down to Hongkong.

Debtor was called, and on being questioned by his Lordship, said he was too ill to attend his bankruptcy examination. His illness was spitting blood. It incapacitated him from business and confined him to bed. The more he thought of his trouble the more blood he spat. (Laughter).

His Lordship said he was disposed to accept security.

Mr. Wakeman mentioned that there were large claims against the debtor—the proof of the Hongkong Bank being nearly half a million against that firm.

His Lordship stated that debtor had come there voluntarily.

Mr. Wakeman expressed unbelief in the man's story.

His Lordship asked if Mr. Wakeman would accept security.

Mr. Wakeman assumed that it would have to be substantial security.

Mr. Barlow said the most his client could find was $3,000 guaranteed by Wong Cheong.

Mr. Wakeman did not consider this sufficient.

Mr. Barlow thought His Lordship's discretion should over-ride the objection of the Official Receiver. It was working a hardship on that man who had received no notice of that process.

His Lordship said that meant debtor had surrendered voluntarily.

Mr. Barlow said it meant either that debtor knew before he left Canton or that he came down by accident without knowing those proceedings were being taken against him. He walked into the Court that morning when sent for.

His Lordship put the question to Mr. Wakeman if he would take security.

Mr. Wakeman said he would rather leave it with his Lordship.

His Lordship dissented, remarking that Mr. Wakeman was the responsible official.

Mr. Wakeman mentioned $5,000 in cash as security.

His Lordship said the amount of cash was immaterial. It was the security that was the question.

Mr. Wakeman thought this man had wealthy friends.

Mr. Barlow expressed the opinion that the money should not be dragged out of his friends. The Court should be satisfied with whatever amount would ensure his appearance.

His Lordship stated that they wanted to get substantial security.

Mr. Wakeman thought $3,000 in cash and $10,000 in bond should be the security.

His Lordship fixed the security at that amount, adding that the Registrar would have to be satisfied with the sureties.

Mr. Barlow said it was rather hard that that man should be so hardly dealt with as compared with the other man.

His Lordship remarked that there had been a four months' interval.

Mr. Barlow mentioned that in the other case $4,000 was enough.

The examination was adjourned for a week.

CREDITOR'S PETITION WITHDRAWN.

In the case of Sze Shing Wo Kee exparte Chan Kwan Kan, Mr. D'Almada e Castro appeared for the petitioning creditor and applied to withdraw the petition.

His Lordship—Where is the petition?

Mr. D'Almada e Castro—It has never been served, my Lord.

His Lordship—What is the date?

Mr. D'Almada e Castro—17th May, 1905.

His Lordship—Have any of the creditors taken any action.

Mr. D'Almada e Castro—No, my Lord.

His Lordship (to the Official Receiver)—Have you anything to say?

Mr. Wakeman—No.

His Lordship—None of the creditors have taken any action. Is there no rule for the public notification of applications to withdraw petitions?

Mr. Wakeman—No, there is nothing in the Bankruptcy Order.

His Lordship—It would be a good thing.

Subsequently the Chief Justice said he saw no objection to the application, which was accordingly granted.

RE TAN JOO CHIU EXPARTE THE DEBTOR.

Mr. G. N. Ferrers, who appeared for the debtor, said the case had been once or twice before the Court. At the present stage he applied on behalf of the debtor for leave to withdraw the petition. As his Lordship knew, it was impossible for a petition to be withdrawn without leave of the court.

His Lordship stated that the question was whether the other creditors indicated, who might have availed themselves of those proceedings, ought not to be protected in some way.

Mr. Ferrers pointed out that the other creditors were not in the colony, but proceedings had been taken in Swatow and Singapore.

After discussion, Mr. Ferrers said that the Court had to be satisfied that the petition was a proper one and that everything had been done openly and above board. There was no reason why the debtor should not be in a position to rehabilitate himself in trade.

His Lordship remarked that he was obliged to see that the other creditors were protected.

Mr. Ferrers pointed to the fact that they had taken no steps.

Mr. Wakeman said he had no objection, but he did not know about the other creditors not in the colony.

His Lordship said the petition affected the whole body of creditors who were entitled to protection.

Mr. Ferrers said that the difficulty exercising his Lordship's mind was whether those persons in Swatow and Singapore were protected.

His Lordship—And in the colony.

Mr. Wakeman said he was told, but could not prove, that the man owed money in the colony.

Some debate followed as to the practice under English law and the practice here.

His Lordship—Suppose the debtor had creditors in Hongkong?

Mr. Ferrers—Supposing he has, it is curious they have done nothing during the past month.

His Lordship—The matter must be mentioned next week, I must think it over.

Mr. Ferrers added that in Swatow the British Consul had realised the man's estate and the creditors had received part of the money in settlement

His Lordship—What happens to the creditors there?

Mr. Ferrers—I suppose he does not wish to press the debtor. I suppose he is fully aware of the proceedings. The Singapore case is very similar. All the proceedings were settled. I don't think your Lordship would be justified in assuming that that would be done without the consent of the creditors.

The Chief Justice—The fact that the other creditors got judgment does not mean that they consented.

Mr. Ferrers—There is every reasonable probability that the creditors in Swatow and Singapore knew all that was being done.

The case was adjourned for a week.

RE YUEN POOK TOON EXPARTE THE DEBTOR.

Debtor in reply to the Official Receiver, said: I live at 8 George Lane. I am a banker. That was the only business I had. I am a partner in the Foon Kut Bank; my share is $12,000. The other partners numbered ten, but I cannot remember all their names at present. I was one of the two managing partners. I joined the bank three years ago—13th January, 1903. I put in $12,000. The business of the bank was lending money and receiving deposits. In my statement I said I owed the bank $22,500 which I had advanced to myself. That is the balance of the current account. I gave no security whatever for this. According to the practice of native banks they advanced money to customers without any security except promissory notes, and I did the same. About $7,500 have been repaid to the bank during the past year. Altogether I borrowed from the bank $30,000 and repaid $7,500, leaving a balance due to the bank of $22,500. When I joined the bank I had between $14,000 and $15,000 out of which I put $12,000 into the bank. The last time I borrowed money from the bank was between January and February of this year. I do not remember the amount I borrowed. It was $1,000 or less. The $12,000 I put in as capital has not been withdrawn. I received interest at the rate of 8 per cent. on my capital, the last time being in February 1904. I also received my wages at the rate of

$50 a month from the bank. I paid interest for the money. I borrowed according to the existing market rate. With the money borrowed from the bank, I joined as partner in other banks, one in Canton and one in Hongkong. The one in Canton was Tun Tak and the other in Hongkong was Chin Hing. After the formation of the Tun Tak Bank in Canton the Tun Tak Bank opened in Hongkong. In addition to the money in the Tun Tak Bank I also put money into Yau Tai Cheon and Wai Tai Sing of Hongkong, $1,000 each, also $1,000 in the Wah Hing and Sing Loong, $1,000 in the Tai Tak Company of Hongkong. The Wo Hing firm was selling goods to Samarang, Sumatra. I took no active part in the business. I was simply a sleeping partner. The Wo Hing lent me $1,000 because I was a partner without any security on a promissory note. The Wo Hing closed some time ago. The whole of the capital was lost. I do not know if they lent other money on security. The Hip Fong firm, in Kobe, Japan, had a branch in Wing Lok Street. I am not a partner in that firm. With the money I borrowed I carried on business but lost it all. The Shin Wo is a bank in Canton, in which I was a partner, for Ts. 5,000. I borrowed $5,000 and gave security, which security had depreciated 30 or 40 per cent. Out of the total of $6,000 invested in these different banks I have only $800 which can be realised. No. 8 George Lane is the only house property I possess. In my memorandum there was $4,000 for loss on purchase of 14 houses in West Point which I had agreed to buy. I paid $4,000 deposit, but failed to carry out the contract and the money was forfeited. I cannot say whether I have the receipt or not. The amount of the contract was $175,000, and I expected to raise that with the assistance of my friends. I borrowed the $4,000 from the Foon Kat Bank. I had put down $1,500 loss on the Ko-Shing Theatre. I had a share in that theatre. The manager told me there was a loss. I made enquiry about the loss, and the manager told me that during dull business all the capital invested was lost. I am still a partner in that business. I have no other business in Hongkong except those mentioned. Formerly I was in business as a photographer. That business was known as the Mee Cheung. I formed that business with another man 15 years ago, but gave it up some time in 1903, in order to enter the bank business. I have no interest in the Mee Chung business now, but have gone there occasionally since. My old partner went away and asked me to look after the business in his absence. I did so. My friend has now returned. I sold my share in that business for $3,000.

This concluded the examination.

Mr. Wakeman said it was the same old story.

His Lordship added that it would be better not to close the examination.

Mr. Wakeman agreed and the examination was adjourned.

IN SUMMARY JURISDICTION.

BEFORE MR. A. G. WISE (PUISNE JUDGE).

"A CLUMSY LIAR."

Chan Kwai, a stonecutter, sued Lai Kan for $22, balance of wages due. The parties were not legally represented. When defendant submitted his wages book, he was asked by His Lordship to explain how it was that he had commenced the entries relating to plaintiff at the fifth moon and when he got to the sixth moon he suddenly jumped back to the fifth moon. Defendant's answer was not very clear, and he was told by His Lordship that he was not clever enough. He would have to pay for his lying, and judgment would be given against him with costs. He was warned that if he attempted that practice again, he would be sent to gaol.

Some excitement was created in Gough Street, on August 28th, by the report that a mad dog was running about. A constable tried to kill it with a bamboo, but failing, drew his revolver and shot it. The usual post mortem examination was held at the public mortuary, and it was found that the animal was in a bad state of mange.

CANTON.

(FROM OUR CORRESPONDENT.)

Canton, 23rd August.

HONGKONG'S VEGETABLE SUPPLY: UNSAVOURY DISCLOSURES.

I observed in your morning issue of yesterday's date that the Hongkong Sanitary Board proposed to legislate bye-laws to prohibit gardeners in the Colony from using human excreta for manuring their vegetable gardens, as such practice may always be dangerous to health and especially so in times of epidemics of cholera and typhoid. It may be interesting for you to know that large quantities of vegetables that are consumed in Hongkong are products exported from Canton. Most of the vegetable gardens here are situated in the environs of the East Gate of the City, which extend right up to the foot of the White Cloud Mountains. All vegetables that come from that quarter into the city either for local consumption or export, it is needless to say, are manured with human nightsoil, and they are all washed in the "leper's pond," near the leper's village which is situated close by the East Gate. This is a matter of fact; there is no exaggeration about it. Some of the European doctors here who have witnessed these proceedings being carried on there will confirm my statements. Unfortunately the Chinese proverb says: "anything washed by water can be considered clean" and those Shameen or Canton European residents who do not possess vegetable gardens of their own will have to run considable risk not only in epidemic seasons, but all the year round as long as they use vegetables produced by the natives.

LEPROSY.

Lately I hear that a certain benevolent European doctor here has proposed to Viceroy Shum to start a leper institution on European methods and he is willing to render his services free of charge, devoting a certain number of hours every day to the institution for attending to the lepers and intructing several pupils in the methods of treating leprosy, so that in a few years those pupils will be able to run the hospital without his assistance. There are 20,000 lepers in Canton and they are freely permitted to leave the leper village and to come into the city to beg. This is not only a public nuisance but it is also a source of danger to the citizens, as the lepers go round the public markets to make purchases, and handle the various kinds of articles of food. The doctor suggests the selection of a large island somewhere down the Canton River and to have all the lepers in Canton isolated there. I believe Viceroy Shum has taken a favourable view of the doctor's proposal and there is every likelihood that the proposition will be carried out in the near future. But the only thing which may hinder the scheme from being taken up at once is that the Provincial coffer is not in any way over-flowing. Unless the various large charitable Societies and wealthy people here are prepared to give their pecuniary support at once, I am afraid it will soon be forgotten. Let us sincerely hope that the shrewd and enlightened Viceroy Shum will find a way.

GOVERNOR CHANG'S DEPARTURE.

Governor Chang left here to-day at one o'clock for Shanghai by the China Merchant's Steamer *Kwong Tai*.

KWANGTUNG GOVERNOR'S SON SHOT.

It is said that Li Ching-Shi, Governor of Kwangsi, has received a private telegram from his family in Ho Fei Hsien, Ngan Hwei Province, to say that his son has been shot by a European, and has since died. It appears that one morning young Li went out for a ride and his pony happened to tread on a dog belonging to a European and killed it. The European was very angry and went straight to the Governor's house and insisted upon seeing young Li personally. Li, who thought it was a very small matter, and thought probably the European wanted some compensation for the killing of his dog, went out to interview him. The European on seeing Li drew out his revolver and shot him. This is the story as told to me by a Chinese friend. Of course I cannot vouch for it.

CANTON-HANKOW RAILWAY.

Yesterday there was a meeting held by the railway committee at the Kwong Chai hospital re the taking over of the Canton-Hankow Railway. At the meeting Leong Sui Shan proposed that the company should now settle what portion of the capital should be subscribed and what duties or work should be apportioned to the two syndicates (*i.e.*, the Canton and Hupeh), and when these two questions are decided to communicate the result to Viceroy Shum and request him to cable same to Viceroy Chang Chih Tung. The above having been decided, a member of the committee then proposed to elect and depute Leong Shui Shan and Lai Kwai Pui, as deputies representing the Canton syndicate, to proceed to Hupeh and settle all further details of the company with Viceroy Chang, should he agree to the first proposal. The meeting was then adjourned *sine die*.

Canton, 25th August.

PO WAI YING ABOLISHED.

Official notice has been given by the Sin Hau Kok that His Excellency Viceroy Shum has abolished the Po Wai Ying office and henceforth all steam launches towing junks are requested to pay the protection tax direct to the Sin Hau Kok.

AMERICAN BOYCOTT.

The prefect of Canton has notified the five large charitable societies that a meeting will be held at the Kwong Chai Hospital on the 26th instant to deliberate on the subject of the Chinese Exclusion Act and Boycott of American goods; the Nam Hoi and Poon Yü Magistrates have also been requested by the prefect to attend at the meeting.

I believe, the prefect has received official instructions from Viceroy Shum to convene this meeting in order to investigate the various complaints made by the United States Consul and to request the directors of the charitable societies to devise some means to pacify the boycott committees.

It is said that the boycott committee here has received a letter from the Amoy boycott committee, in which it is stated that they have recently discovered that a certain American firm have changed the "Star" chop of their kerosine into "Cock" brand. Over 5,000 cases of kerosine bearing the "Cock" brand were shipped from New York in a sailing vessel and arrived there (Amoy) a few days ago. The shrewd consignees have been trying to palm them off as Russian oil, but "fortunately" the intelligence department of the boycott office discovered this artful trick and warned the dealers in time. The consignees on finding that their game was disclosed, immediately sent 1,000 cases to the Sam Tat Company (三達公司) in hopes of disposing of it there. Swatow people have been duly cautioned and there is no doubt they will find the market blocked against them.

A MEAN ROBBERY.

On the 23rd instant six amahs who were on an expedition to the White Cloud Mountains to worship the Cheang Sin (Fairy) were waylaid in broad daylight and mercilessly robbed by a gang of daring brigands, at the foot of the White Cloud Mountains. The robbers, not contented with depriving them of all valuables took their clothes as well, leaving the poor amahs naked in a bush close by the road. Their cries were heard by a man who happened to pass the road. He went and reported the matter to Military Station No. 19. Clothes were brought to the amahs and they all returned home. Four of the robbers have since been captured by the braves of No. 19 station.

Canton, 30th August.

COLLISION.

The Chinese Government's steam-launch *Ching Kong* collided with the British motor boat *Lung Chow* on the morning of the 26th instant. The collision took place at Tse Tung How, near Shamshui. The matter has been referred to Mr. A. Schmidt, Deputy Commissioner of Customs here, for arbitration. I am told that the captain of the *Ching Kong* has filed a claim for $500 damages on behalf of the Chinese Government. The *Lung Chow* is a new motor boat built in Hongkong about two months ago. Her design is something similar to that of a large Chinese passenger

junk. She is about 65 feet long. I believe she was built and engined by Messrs. Bailey and Co., of Ho gkong, and is the first motor boat of her size to be built for the passenger trade up the We·t River. The owner is Mr. G. C. Moxon, of Hongkong.

TRIENNIAL EXAMINATIONS ABOLISHED.

Yesterday som· of the local authorities received private telegr ms from Peking stating that the Government had decided to abolish the public examinations of the "Kue Yan" and "Tsum Sze" degrees. An Imperial Edict authorizing their abolition is expected to be issued shortly.

REMOVAL OF GOVERNMENT OFFICES.

His Excellency Viceroy Shum has ordered the following offices to be removed to the Governer's Yamen, viz -Sin Hau Kuk, Li Kin Head Department, Chief Police Station and the Sha Tin Kuk.

WINE AND SPIRIT TAX.

Viceroy Yuan Shih-kai has successfully levied a tax on wine and spirit in the Province of Chihli. The Peking Government observing that this new tax was enforced without much difficulty has notified the Viceroys and Governors of all the Provinces ordering the enforcement of this tax. Vicerby Shum has already received a despatch to the above effect. He has given official instructions to the Sui Hau Kuk and the Li Kin Kuk to cease collecting the tax from the distilleries and to draw up new regulations for taxing all wine and spirit dealers and to submit same for his approval at an early date.

REGISTRATION OF PROPRIETORS OF BANKS AND PAWN SHOPS.

Owing to the numerous failures lately of local banks and pawn shops which has shaken the commercial foundations of Canton, His Excellency Viceroy Shum has given instructions to the Nam Hoi to authorize the assistant magistrate to go round with the "Ti Pow" of the various districts in the city and enquire from every bank and pawn shop, the number of partners, their n.mes, and the actual amount of their subscribed capital.

VICEROY SHUM ILL.

His Excellency Viceroy Shum is said to be seriously ill to-day. He has requested a certain European doctor to attend to him at his Yamen.

Canton, 31st August.

VICEROY SHUM DANGEROUSLY ILL.

Last evening, there were rumours in the city that Viceroy Shum was dead, but they have since been officially contradicted. From inquiries made, I hear that his health is in a very precarious condition and that he had twice lost consciousness. In the meantime, all public functions and transactions of the Viceroy's yamen will be attended to by the Provincial Treasurer, Provincial Judge, the Salt Comptroller and the Taotais.

THE TYPHOON.

At about 6.30. p.m. yesterday the threatening appearance of the weather indicated the approach of a strong gale, and the floating population took warning from the quick gathering of dense dark clouds. All went and sought for shelter up the numerous creeks and canals. By 7.30 p.m. the wind had risen to a terrific gale, and it lasted up to this morning. There were also many heavy rain squalls during the night. Many wind sails and bamboo sunshades were carried away in the tempest. So far, I have not heard of any serious damage or accidents. Judging from the steamers that left here on the evening of the 29th instant for your port, I presume the weather must have been worse in Hongkong, as they all arrived here this morning with no passengers and did not discharge their cargo.

TREATY RIGHTS.

Recently, the merchants and gentry of To Shing complained to the Sai Ning Magistrate that a certain French merchant, named Baudet, had established a firm in On Ning Tai Kai, at To Shing, and that the establishment of a foreign firm in a city which is not a treaty port is strictly in contravention of the Treaty rights of foreigners. The Sai Ning Magistrate reported the matter to Viceroy Shum. His Excellency has already communicated with the French Consul and requested him to instruct the French subject to close up the firm without delay.

IMPORTANT OFFICIAL APPOINTMENT.

The latest news from the North is that the Peking Government intends to place the Nanyang, Pei Yang and Kwangtung squadrons under the supreme command of one admiral. It is said that this lofty position will be given to Admiral Sat Chan Ping, who is now commander-in-chief of the Nanyang and Peiyang fleets. He has lately received an Imperial order appointing him Admiral of the Kwangtung squadron and is expected to arrive here shortly.

A SAD, REMARKABLE COINCIDENCE.

During the thunder storm of the 27th instant the master of the Li Loong Shop in Wing on Street, Fat Shan, was struck by lightning and died instantly. The accountant of the shop sent a foki to report the sad news to his master's wife, who, he knew, had gone to the Lo Hong Village, in Poon Yü District, to visit her parents. When the messenger arrived at the house in Lo Hong he was surprised to find that the inmates were already in mourning and weeping. He at first thought they had received news of the sad affair from some other sourc· but on his enquiring into the matter be discovered that his master's wife was killed by lightning on the same day and at the same hour. Such a coincidence is very strange, indeed.

CHINESE PENAL CODE REFORM.

Translation from the *Sze Man Po*:—

"The present made five common laws for the punishment of criminals, viz:—"Chi" (*i.e.*) to whip with a short bamboo; "Cheong" (*i.e.*) to flog with a cudgel; "To" (*i.e.*) banishment not exceeding 500 *li*; "Lau" (*i.e.*) banishment beyond the barrier of a province; and "Tai Pik" (*i.e.*) capital punishment or beheading. The ministers appointed to amend the criminal laws have already pointed out that although "Chi" and "Cheong" are very light punishments yet it is extremely easy to inflict serious injuries to the body. The best way is to follow the methods of western nations, and that is to substitute these two punishments either by imprisonment with labour or by monetary fines, the last of which is similar to our ancient custom by which one could atone for a crime by payment of money. The ministers have memorialized the throne to the above effect, and their memorial has been favourably received, and ordered to be carried into effect in all the provinces. We now hear that the Board of Punishment at Peking states that owing to the large number of petty officers and runners being employed in that department, and that the sum of money granted to that department is insufficient to meet its current expenses, the board have decided that every district in a province is to contribute an annual sum of 100 taels to the board for meeting its current expenses. A despatch to this effect has reached the local authorities here yesterday."

CHINESE BARBER BOYCOTTS AMERICANS.

A Chinese barber named Cheong, who shaves Europeans, in Shameen, has publicly announced that he has temporarily refused to accept any business from American citizens until the Chinese Exclusion Act is withdrawn by government

MACAO.

(FROM OUR CORRESPONDENT.)

THE TYPHOON.

Macao, 31st August, 1905.

This city was visited by a typhoon yesterday. It was at first thought that the storm would be a severe one, and the inhabitants were rather alarmed at this owing to the buildings having been rather badly shaken by the recent earthquake: but happily such was not the case. The tide in the inner harbour rose abnormally high during the blow, and the water was a foot higher than the sea wall and swept a lot of things on the praya. Junks and sampans went for shelter in time, hence there is very little damage done afloat, except that the stern wheel house boat of the Macao Hotel was sunk near the *Heungshan* wharf.

In the city very little or no damage has been done to the buildings, but the roads along the praya suffered somewhat owing to the heavy seas, and many trees were uprooted. I have not any loss of life to report. It rained in torrents during the storm, and this will materially help to increase the storage of water in all the wells in the city, from where our main water supply is drawn.

PAKHOI.

(FROM OUR CORRESPONDENT.)

August 24th.

THE BOYCOTT.

The virus of this Celestial craze at present being developed throughout the ancient Empire against the Americans has at last infected the native community of this port. Circulars and placards anent the agitation have been forwarded here last month from Shanghai and Canton to be freely distributed amongst the merchants, who, at the time, seem to have taken the matter with apathy. Lately, however, communications have been received by some of the principal merchants from their agents and principals in Hongkong to the effect that, as the boycott has started at Shanghai, Canton and at all the coast ports, the merchants here should join in the agitation as well. As recently as the 19th instant some of the traders have received intimation from their agents in Hongkong that no more American goods would be forwarded to them; and also that the stocks in hand should be cleared. It remains now to be seen how long the present agitation will last. There are several kinds of American goods for which the natives can scarcely find a substitute, such as wheat flour. The natives have their own flour to fall back on, but its quality is beyond comparison in coarseness, and the supply, I am afraid, will, by a long way, be smaller than the demand; consequently its price will doubtless be enhanced.

BOYCOTTING AN ANCIENT CHINESE PRACTICE.

Boycotting is not a new display in the Middle Kingdom. It had been indulged in by its people long before the incident befell the unfortunate Captain in County Mayo one score and five years ago. It has been a common practice amongst the Chinese merchants to excommunicate one of their number when any commercial villainy is discovered to have been perpetrated by him.

A TIGER KILLED.

Another tiger was killed on the 13th by the peasants, near the spot where the last one had been slain a few weeks ago, in Loong-t'am village, and the carcase was brought out here to be disposed of in the usual way.

PORK TAX RIOTS: A BUTCHER KILLED.

Since the imposition of the tax, some two years ago, it has never been successfully collected, as the butchers had always resisted with threats those who attempted to do so. On the 13th instant the pork farmer paid a visit to the markets, accompanied by seven soldiers, to begin the collection of the tax on the butchers. The latter assembled in such numbers to resist that the soldiers thought that prudence was the better part of valour and withdrew, but not before the farmer had experienced some violence at the hands of the market folks. On the 21st instant, however, the sub-prefect made up his mind to come down from Limchow with the sole intention of seeing the law effectively carried through. Soon after his arrival a squad of thirty-two men under a sergeant was despatched to the old market to enforce the collection from each stall, when resistance was offered as on previous occasions. The soldiers then proceeded to the new market to make a start, where the butchers, emboldened, perhaps, by the success of their brethren in the guild, showed fight with clubs and pieces of fire-wood. One man, the leader it is said, on being arrested, resisted madly, but the soldiers soon overpowered him, beating him with the buttends of their guns. Another butcher audaciously tried to wrest the gun from one of the soldiers. In the struggle the charge went off, apparently by accident, making a big hole in his right breast besides smashing his left wrist into pulp. He fell down dead. It is needless to state the whole crowd took to their heels on hearing the report of the gun, followed by the tumbling of the riotous butcher. The first man arrested had received such a rough handling that the soldiers resolved to leave him on the spot to be cared for by his comrades. The man killed was also left there until the following day when his remains were removed. The sub-prefect, probably disgusted by the unfortunate affair, left for Limchow yesterday morning. The pork butchers have all gone on strike, and not an inch of pork could be found in any of the stalls since the

quarrel. As the cake shops must have pork-lard for the preparation of the inevitable moon-cakes for the coming full-moon festivals, the people in these establishments are slaughtering pigs to supply their own want and retailing the lean-portions to the people.

THE TYPHOON.

On August 30th a typhoon came to Hongkong from the E.S E. All the previous day the *Tumar* had the typhoon signal hoisted: on August 30th it was a drum surmounted by an inverted cone.

The waters of the harbour afforded an awe-inspiring spectacle, big waves with white crests racing towards the Bund, amid clouds of spray. Breaking against the retaining wall, some of them threw gallons of water clean across the Praya, often splashing the upper windows of the hongs facing the sea. In the tumbling troughs observable between the Douglas S.S. Co's wharf and the Club, plenty of flotsam was observable, spars, planking, an oil drum, and an upturned wherry, being noticed in a hurried scanning of the seascape. A fierce wind with driven sleet swept the Praya, and it was no day for loitering on the waterfront. The matshed at the Queen's Statue Wharf was partly de-roofed, and collapsed, but was prevented from straying by the sturdy lamp post round which it was built. The lamppost will require straightening. Except for two or three steamers straining at anchor, the harbour was deserted. Junks and sampans had all disappeared; and there were no signs of the Kowloon ferry boats. One steam launch disappeared under the eyes of anxious watchers at tiffin time; but it was very misty, and she might have turned about and run before the gale, perhaps to the windward of Stonecutters Island. No launch could be later heard of as missing. A small dinghy was smashed to matchwood further down the Praya. It had either been forgotten by somebody, or had blown from some vessel on the other side.

In the city, broken glass was much in evidence, and on the higher levels broken limbs of trees were in many places scattered about. In Ice House Street the front portion of Mee Chung's studio was blown down.

SUBSEQUENT REPORTS OF DAMAGE.

Since our last issue, further details are to hand of damage caused by the part of the typhoon that swept Hongkong. Many roads have been blocked in the New Territory, and a few on the higher levels, by trees which have been torn up by the roots. A number of telegraph poles and matsheds have also been blown down. The time-worn grandstand of the Hongkong Football Club at Happy Valley is now a heap of ruins. A large sampan sank close to Jardine's wharf. The mast shows above water.

At the Water Police Station at Tsimchatsoi, one of the stays of the flagstaff gave way about four o'clock on Wednesday afternoon, and it was found necessary to lower the typhoon signals to prevent the staff from snapping.

Many of the matsheds at the corner of MacDonnel and Austin Roads, Kowloon, also at Blackhead's Point came to grief, while the Star Ferry matshed on the other side was blown away. Mr. Lemm's small wooden summer house at Hunghom also collapsed before the force of the gale.

At Kowloon City the front portion of the verandah of the police station was blown down, while on this side, from the Star Ferry Wharf to Connaught Road, considerable damage has been done to the road by the wash of the sea.

While the typhoon was at its height a matshed in the Shamsuipo district caught fire, it is supposed by the ignition of some dry grass in the cookhouse. To stay the flames was a matter of impossibility, and it was with the greatest difficulty that a sty full of pigs could be released before they were enveloped in flames. The damage caused by the fire is estimated at $15[illegible], and no insurance had been effected.

The Chinese Government is reported to have set its face against the practice of purchasing military appointments. All officers must in future be trained men. We suggest that the Board of War should be composed of officers, instead of mere literati.

COMPANIES.

HONGKONG HOTEL CO., LD.

MEETING OF SHAREHOLDERS.

The ordinary half-yearly meeting of the shareholders of the Hongkong Hotel Company, Ltd., was held on Sep. 2nd at the Company's Hotel. Mr. W. Parfitt, Chairman of Directors, presided, and there were also present: Messrs. E. Osborne (director), W. H. Potts, Wm. Taylor, L. S. Lewis, J. E. Chapman, J. A. Jupp, Ho Kom Tong, Chau Chan Nam, E. S. Kadoorie, Sam Kee, Captain W. E. Clarke, Captain F. D. Goddard with Mr. C. Mooney (secretary).

The Secretary having read the notice convening the meeting, the CHAIRMAN said:—Gentlemen, As the report and accounts have now been in your hands for some days I will, with your permission, take them as read. The business of the hotel during the six months under review has, I am glad to be able to say, been fairly good; several of the departments showing an improvement in earnings. The directors anticipate unusually heavy expenditure in the old buildings and hydraulic lifts during the coming year and consider that the sum proposed to be put aside for that purpose not more than sufficient. With regard to the doubling of the present capital of $600,000, which the directors propose later on to recommend to shareholders, this action is prompted by the wish of the board to make the apparently high dividends paid of late years bear a truer proportion to the actual earning power of the company's assets of the present day. The value of the assets for some time past has appeared on the books as very much below their real value for earning profits, hence the dividends paid on such a small capital as the figures show may have appeared remarkable high. The directors have good reason to think that a large number of those who patronise the hotel consider that such apparently fat profits must necessarily mean somewhat unreasonably high charges by the hotel company for its wares, and they hope that if the increase of capital should be carried out, which would probably result in a reduction of the rate of dividend, this impression on the part of the public may be removed. Shareholders will notice from the accounts that since their last meeting Kowloon Farm lot No. 3, Section A, has been purchased. This land is being utilised as a vegetable garden and the directors feel confident that the improvement in the quality of the vegetables in a very few months time will warrant the expenditure. The paragraph in our printed report as to the urgent need of funds to repay the overdraft to the Hongkong and Shanghai Banking Corporation may, the directors fear, lead to a false impression that the bank has been pressing the company for repayment. I wish to tell shareholders most emphatically that such is not the case. The bank has not called for repayment, but the directors consider that in the interest of the hotel company it would be better that new capital from shareholders should take the place of a large overdraft. If anyone has any questions to ask I will be pleased to answer them.

There being no questions the CHAIRMAN said—I beg to propose the adoption of the report and accounts.

Mr. LEWIS.—I have much pleasure in seconding that.

The motion was carried unanimously.

Mr. POTTS proposed and Mr. CHAPMAN seconded the re-election of Mr. W. Parfitt as director, which was approved.

On the motion of Mr. JUPP, seconded by Captain CLARKE, Messrs H. U. Jeffries and A. R. Lowe were re-elected auditors.

The CHAIRMAN—Dividend warrants will be ready on Monday; thank you for your attendance.

CAPTAIN GODDARD—I beg to propose a vote of thanks to the directors, manager and staff of the Hongkong Hotel for the excellent report they have issued for the past six months (applause).

The CHAIRMAN.—Gentleman, I thank you for your vote of thanks.

The report read as follows:—

Gentlemen,—In accordance with section 56 of the articles of association, the directors now beg to submit their report for the half-year ended 30th June, 1905.

ACCOUNTS.

The profit on working account amounted to $114,540.90 as compared with $95,077.67 for the corresponding period of 1904, being an increase of $19,463.23.

The profit and loss account, including the sum of $3,554.92 brought forward from 31st December, 1904, shows a credit balance of $105, 26 4 , which your directors propose to apportion as follows:—

To pay a dividend of 10 per cent.	$60,000.00
To transfer to repairs and renewals account	30,000.00
To write off from value of electric installation	5,000.00
To carry forward to new account	10,126.40
	$105.126.40

VALUE OF PROPERTY.

The company's land and buildings property has been, quite recently, re-valued by Messrs. Palmer and Turner, and the property account written up by the amount of the additional value ($548,975.78), the reserve fund being credited with an equivalent sum.

INCREASE OF CAPITAL.

The directors propose, later on, to recommend to shareholders the advisability of doubling the present capital of $6,000,000, by transferring that sum from the reserve fund to capital account.

ISSUE OF NEW CAPITAL.

As there is urgent need of additional funds to repay the overdraft due to the Hongkong and Shanghai Banking Corporation, and to complete the payments for the new building on the reclamation, known as "Hotel Mansions," the directors desire, at an early date, to obtain the sanction of the shareholders to the issue of additional new capital which they hope can be floated at a high premium.

REPAIRS AND RENEWALS ACCOUNT.

It will be noticed that it is proposed to place the large sum of $30,000 to the above account.

This is considered necessary to meet the cost of extensive repairs to the old buildings which are urgently needed, and possible renewal of the hydraulic lifts which are by no means equal to the requirements of the present day.

DIRECTORS.

Mr. W. Parfitt retires by rotation, but offers himself for re-election.

AUDIT.

The accounts have been audited by Messrs. H. U. Jeffries and J. E Bingham (the latter in the absence of Mr. A. R. Lowe, C.A.) who offer themselves for re-election.

W. PARFITT,
Chairman.

Hongkong, 29th August, 1905.

Accounts are as follows:—

BALANCE-SHEET,
30th June, 1905.

LIABILITIES.	$ c.	$ c.
Capital—		
12,000 shares at $50 each (fully paid-up)		600,000.00
1,000 mortgage debentures (6 per cent.)	500,000.00	
Less 268 mortgage debentures held by the company	134,000.00	
		366,000.00
Reserve fund, as per last account	100,000.00	
Since added, being increase in value of property as per contra	548,975.78	
		648,975.78
Sundry creditors		26,556.00
Unclaimed dividends		3,107.00
Hongkong and Shanghai Banking Corporation (current account)		160,366.05
Repairs and renewals, balance as per statement		1,807.92
Profit and loss account, balance as per statement		105,126.40
		$1,911,939.15

ASSETS.	$ c.	$ c.
Value of Marine Lot No. 5 and remaining portion of Marine Lot No. 3	372,045.60	
Remaining portion of Marine Lot No. 7	363,108.20	
As per last account	740,153.80	
Add increase in value	325,226.20	
		1,065,380.00
Praya reclamation (Marine Lot No. 288) cost of land, as per last account	22,390.42	

Add increase in value	223,749.58	
		246,140.00
Building thereon "Hotel Mansions," payments on account to date.....		301,735.40
Cost of three Chinese houses on Sections B, C, and D of Land Lot No. 80 ...		33,000 00
Cost of Kowloon Farm Lot No. 3, Section A		30,926.90
Furniture and fixtures, as per last account	62,092.92	
Less written off, as per last report	12,092.92	
	50,000.00	
Since added	15.117.18	
		65.117.18
Installation of electric light, as per last account	31,228.74	
Less written off, as per last report	1,228.74	
	30,000.00	
Since added	55.40	
		30,055.40
Stock of linen, crockery and glassware, &c.		48,988.71
Stock of wine, provisions, household sundries and stationery, as per inventories		36.655,31
Shares in public companies		5.796.31
Licenses attaching to half year to 31st December, 1905		1,267.67
Fire insurance, unexpired premium.....		2,480.59
Value of steam launch, as per last account	7,000.00	
Less written off, as per last report	2.000.00	
		5.000.00
Sundry debtors		36,094.97
Hongkong and Shanghai Banking Corporation (unclaimed dividend account) ...		3.107.00
Cash in hand		193.71
		$1,911.939.15

PROFIT AND LOSS ACCOUNT.
For the Six Months ending 30th June, 19 5.

Dr.

To bad debts and refunds		$ 810.19
To crown rent		502.41
To rates.....		2,646.15
To fire insurance		2.361.23
To debenture Int. on $500,000 at 3 per cent.=	$15,000.00	
To less returned on debentures held by the company	4.024.11	
		10,975.89
To interest account		3.424.55
To directors' and auditors' fees		3,2 0.00
To amount transferred to reserve fund being increased value of properties as per contra		548,975.78
To balance, to be appropriated as follows :—		
To pay a dividend of 10 per cent.=	$60,000.00	
To transfer to repairs and renewals account	30,000.00	
To written off value of electric installation	5,000.00	
To carry forward to new account	10,126.40	
		105,126.40
		$678.022.60

Cr.

By balance from 31st December, 1904		$88,876.58
Less dividend at 10 per cent.=	$60,000.00	
Less transfer to repaid and renewals account	10,000.00	
Less written off furniture and fixtures account	12,092.92	
Less written off steam launch..	2,000.00	
Less written off electric installation	1.228.74	
	85.321.66	
		3.554.92
By rents of shops and offices, old building	$8,115.00	
By rents of shops and offices, new building.....	2.287.50	
		10.402.50
By dividends on shares in public companies		524.50
By scrip and transfer fees		24.00
By amount transferred from property account being increase of value		548.975.78
By profit on hotel working account for the six months ending 30th June, 1905.....		114.540.90
		$678.022.60

REPAIRS AND RENEWALS ACCOUNT.
For the Six Months ending 30th June, 1905.

Dr.

To payments on account of repairs and renewals during the half-year ending 30th July, 1905	$ 8,192.08
To balance	1,807.92
	$10,000.00

Cr.

By amount transferred from profit and loss account, as recommended in last report	10.000.00
	$10.000.00

HONGKONG COTTON SPINNING, WEAVING AND DYEING CO. LD.

The eighth ordinary annual meeting of Shareholders in this company was held at the offices of Messrs. Jardine, Matheson and Co. on September 2nd. There were present: Hon. Mr. C. W. Dickson (Chairman), Mr. A. Shaw (Manager), Mr. Brook Smith (Secretary), Sir C. P. Chater and Messrs. A. G. Wood, J. R. Michael, T. W. Hornby, Yuen Hop, Lo Cheung Shin, Ho U. Shang, Ming Kee, Wong Kun Fong, Cheung Ming and Fok Kam Yim.

The notice convening the meeting having been read by the SECRETARY, the CHAIRMAN said,—Gentlemen, For the first five months of the year covered by the statement now before you the company laboured under adverse conditions, the high cost of cotton not permitting of profitable spinning, and it was not until the end of November that it was possible to work full time, after having, on an average run three fourths of the spindles four days per week for eleven months. To again get together the labour necessary to work full power was a tedious matter, and it was not until the end of March that the required number of operatives was secured. Many of these were unskilled and production has consequently been indifferent, but it is anticipated that with cooler weather there will be a considerable improvement in this respect, as the recruits are gradually acquiring proficiency. There was a good demand for our yarns during the first half of the present year, and advantage was taken of it to dispose of the whole of our production to the end of December, buying simultaneously the requisite cotton at prices which show satisfactory margins. Since the publication on 3rd July of the United States Agricultural Bureau's report indicating a serious falling off in the condition of the American Crop as compared with 1904, speculation, the curse of the cotton spinning industry, has been rife, and assisted by the smaller area planted in America this season 'bulls' have succeeded in rushing the price of American cotton up to a high level. Naturally Indian cotton, which interests us more, has been affected, but I am glad to say not to the same extent. The outlook for the company is at the moment not unpromising, and we may indulge in the hope that there may be a continuance of years not worse than that which we are now discussing. I trust you will approve of the manner in which it is proposed to appropriate the balance at credit of profit and loss account, your property is in first rate condition, and stands in the books at much below replacing cost. Before proposing the adoption of the report and accounts, I shall be pleased to answer any questions relating to them that may be put.

No questions were asked and the CHAIRMAN moved the adoption of the report and accounts.

Mr. MICHAEL seconded the motion, which was carried.

Mr. HORNBY proposed and Mr. LO CHEUNG SHIN seconded, the re-election of Sir Paul Chater and Mr. A. G. Wood as directors, Carried.

It was proposed by Mr YUEN HOP, seconded by Mr. FOK KAM YIM, and unanimously agreed that Mr. W. H. Potts be re-elected auditor.

The CHAIRMAN—That concludes the business, gentlemen. Dividend warrants will be ready on September 4th.

At Yaumati Bay on the 29th August Mr. G. P. Lammert, auctioneer, put up for sale by public auction the steam launch *Yut Sum*, which is built of teak. Her length over all is 81 feet, breadth 13½ feet and depth 7 feet, while her gross tonnage is 55 tons. She can travel at a speed of 10 miles an hour, and in 24 hours consumes two tons of coal. Mr. Chung Shun Koo was the purchaser, the price paid being $4,700.

WEATHERING THE TYPHOON.

EXPERIENCES OF CREW OF S.S. "LENNOX."

On Sept. 1 the s.s. *Lennox* (Captain McNair); which left Hongkong for Callao on the 23rd August returned to this port after having passed through the recent typhoon. When about 90 miles from Hongkong the first of the rough weather was felt, a strong north westerly breeze blowing, which continued to increase in force while a heavy sea was running. The sky became overcast, and the barometer which stood at 29.30 continued to fall, an indication of coming rough weather. The crew began to prepare their vessel for the trying ordeal they were soon to face. Hatches were lashed down and the speed of the vessel reduced, while every man was at his post ready for the fight against the elements. About five o'clock the barometer registered 29 22 and the increasing wind shifted to the northward. By eight o'clock the vesse was caught by the full force of the typhoon heavy seas breaking over her decks which made it almost impossible for the seamen to keep their feet. Strong squalls of wind and heavy showers of rain added greatly to their discomfort. A mountainous sea broke over the poop, flooding the cabin and carrying away the wheel box and gratings, while poultry and livestock went by the board. It was all the crew could do to keep their vessel's head to the gale; beyond this, they were powerless to fight against it, and were unable to cope with the water which poured into the hold when the covers of the hatches were blown away. Some 300 odd Chinese passengers, washed out of their berths, were a source of trouble to the officers and crew of the ship. Terrified, they rushed about the vessel, getting into everybody's way as they sought a hiding place from the fury of the gale. While on duty on deck, the ships carpenter, who was knocked down by a wave, had his leg broken, and a little later while the third officer, Mr. Price, was directing operations for the securing of the hatches, a heavy sea carried him with stunning force against the winch. His back was badly strained, and he received a number of minor injuries. After six o'clock on Wednesday evening the force of the gale gradually abated, and the glass began to rise. Part of the ship's cargo was rice, and this when wet, emitted a most objectionable odour, and Captain McNair decided to return to Hongkong to have it removed, and to have such damage as his vessel received repaired. This, however, owing to the skipper's preparedness for the storm and the able seamanship and coolness in the hour of need displayed by his crew, was fortunately not much.

FINANCES OF HONGKONG.

The Hongkong Government has published a statement of accounts for the first four months of the present year. Beginning with a balance in hand of $326,413.17, the income was augmemted by $2,071,547.83, exclusive of land sales, which realised $201,140.90. Light dues amounted to $25,642.09, licences and internal revenues $1,572,653.73, Court fees $137,502.71, Post Office $155,918.22, Government rents $132,694.25, and water, $21,671.85. The light dues were $598.61 more than in the corresponding period of the previous year. Licences, etc, realised $219,081.01 more. Court fees showed an increase of $12 623.93; and the Post Office paid $7.760.11 extra, all well up to or outside of the estimates. Government rents showed a decrease of $24,930.58; and unless the succeeding months show better returns, the estimate will not be reached by five figures. This obviously suggests that the bulk of these receipts are not due until the later months. Water receipts showed an increase of $1,564.27. The total increase (exclusive of land sales, which were increased by $81,876,45) amounted to $218,725.81. On the expenditure side, pensions claimed $79,360.78 (an increase of $454.25, promising to exceed the estimate), Governor $25,087.75 (an increase of $4,926.39, but proportionately below estimate) Colonial Secretary's Department, $19,468,91 (decrease of $2,978,97) Post Office, $101,128.92 (decrease of $7,128.92). There were decreases of $1,756.55 in the Educational Department, $8,299.08 in the Medical, $4,175.67 in the Transport, and $31,717.36 in Public Work

recurrent expenses. The chief increases were in the contribution to Imperial government ($504,637.38, or $49,703 52 more), Police and Fire Brigade, etc., ($228,311.06, or $14,208.75 more) and P. W. D. $874,083.62, or $11,069 22 more). Public Works Extraordinary cost $366,744.50, or an increase of $71,781.20. The total increase (exclusive of the last item) was only $24,387.

THE AMERICAN VISITORS.

ARRIVAL OF SECRETARY TAFT AND PARTY.

While much interest had been felt in the announcement that the Secretary of War for United States, the Hon. W. H. Taft, and Miss Alice Roosevelt, daughter of the President, were to visit Hongkong this week, their arrival at Hongkong on the 3rd September was comparatively unexpected outside official circles. Still they did not land without being cordially greeted and welcomed.

At half past eight on Sunday morning the United States Army Transport *Logan* arrived here with the distinguished party on board. Accompanying the Secretary for War were Colonel Edwards, Captain J. K. Thompson, A.D.C. Captain William Kelly, Jun. A.D.C., Brigadier General Tasker H. Bliss, Miss Roosevelt, Miss Boardman, Miss McMillan, with the 24 Congressional guests—seven senators and seventeen representatives, and a large unofficial party. Mr. Taft, a stout, grey-haired gentlemen with a ruddy countenance, was seen by our representative on board, but he proffered no addition to his well known views on the Chinese question. He was weary of interviews, but politely tried to conceal the fact. He talked on other matters, and said that the doubts regarding his visit to Canton were needless. There was absolutely no reason why they should not go there.

The hopes entertained by many on shore of seeing an official welcome accorded the visitors were not realised, as the movements of the party were free and independent of any programme. Miss Roosevelt left the *Logan* in the morning, and, after a return to that vessel later in the day, took her departure from Hongkong at 5 o'clock in the U.S. gunboat *Callao*. Secretary Taft and congressional guests came ashore in the afternoon and attended the reception held from 5 to 7 o'clock at the U. S. Consulate, where General and Mrs. Bragg filled the roles of host and hostess. Subsequently, Secretary Taft with a party of about 50 went on board the steamer *Kim Shan* and sailed for Canton.

A COOLIE'S DEATH.

At the Magistracy on the 31st August before Mr. F. A. Hazeland and a jury, an inquiry was held into the circumstances connected with the death of Fung Chung, who died as the result of a fall from the verandah of No. 5 Tung Wah Lane, whilst trying to escape from the police, on the 20th instant.

Dr. Bell, superintendent of the Government Civil Hospital, sworn, stated—On the morning of the 20th August deceased was admitted to hospital suffering from a black eye and a wound on the left side of the head. He became unconscious and died on the 23rd. The cause of death was a fractured skull. A fall of 17 feet on hard cement would have caused such a fracture.

Inspector Smith testified that on the 20th inst. at 12 15 a.m. he took a party of police to raid a gambling house at No. 5 Tung Wah Lane. All the lukongs of the squad except one had entered the house before he and Sergeant Cooper arrived. When within a few yards of the house witness heard a general stampede on the first floor and saw three men escaping over the verandah. At the same time he saw deceased and a rattan chair fall from the centre of the verandah on to the street. After securing the gamblers, and their gear, deceased who was able to walk, was taken to the station, and from thence he was sent to hospital. At the station deceased gave his wrong address but the police subsequently found that he was a coolie employed at the Hongkong and Shanghai Bank.

After hearing further evidence the jury found that death was due to a fractured skull, the result of an accident.

THE BORNEO GOVERNORSHIP.

We are indebted to Mr. Percy A. Sheppard, of the Transvaal Emigration Agency, Tientsin who but recently arrived in North China from British North Borneo, for the following notes and personal impressions of the retiring Governor :—

Mr. E. Perigrine Gueritz, whose resignation as Governor of B. N. B., &c, &c., is just reported, was, in his early days, on the staff of the Bank of New Zealand, in that Colony. He subsequently obtained an appointment, under Government, in the Malay States, and eventually joined the service of the Chartered Company of British North Borneo, holding office in the Government as Resident at Labuan, and then at the capital, successively as Postmaster-General, Government Secretary, and Judicial Commissioner. On the resignation of Governor Ernest Woodford Birch, C.M.G. (late in 1903), he was appointed Acting Governor, being finally appointed to the full Governorship of British North Borneo.

Whilst still holding office as Judicial Commissioner he classified the laws promulgated within the state, and published these in book form. All law court proceedings are conducted under the Indian civil and penal codes with such modifications and additions as have been found necessary to suit the local circumstances, customs, and religions of the races within the territory, and these are to be found in Governor Gueritz's useful and comprehensive manual.

The fact of his having been singled out for the high office of Governor, in preference to the Chartered Company, as previously, borrowing, and, so to speak, importing a Governor with Malay Peninsular experience, bears the fullest testimony to his well known administrative capabilities and to the high esteem in which he is held by the court of directors as well as the Colonial Office at home, which has to sanction the appointment.

In common with his predecessors, Mr. Gueritz has had great difficulties to face, with a weakened exchequer and a long suffering clientele of poorly remunerated shareholders at home to propitiate. Reports have reached us that his nervous system had somewhat given way under the heavy responsibilities and the strain attendant on his high office, so that he had recently to seek a spell of relaxation in a visit to Penang; but, apparently, this has failed to fully recuperate his nervous system. His enforced resignation under these circumstances is the more regrettable alike for the cause and from the fact that it will be a great disappointment to his brother officers, with whom he is most popular. The great loss to the Chartered Company can hardly be overestimated in view of his long experience in the territory.

Socially Sandakan (the capital) will feel the loss equally with the officials, for not alone Governor Gueritz, but his charming wife and pretty young daughter have always been great favourites in the all too limited social circles of that part of the lovely island known as British North Borneo.

THE CHINA ASSOCIATION.

A largely attended meeting of the China Association was held at the office of the P. & O. S. M. Co., London, on 31st July, Mr. W. Keswick, M.P., presiding. The meeting was held in private, the Secretary and the Chairman both refusing to admit our reporter. The meeting was addressed by Sir Chas. Dudgeon, Mr. J. J. Bland, Mr. J. W. Moon, M.P., Mr. J. W. Barkhill, Arch. Little Sir Thos. Jackson, Messrs R. S. Gundry, R. C. Wilcox, J. H. Scott, Byron Brenan and others. The following resolution was proposed by Sir Chas. Dudgeon: —"That with a view to the more efficient protection of British interests in the Far East and to the promotion of the declared objects of the China Association this meeting considers it advisable that steps be taken towards amalgamation at the earliest possible date with the society known as the "China League" whereof the objects are identical with those of the China Association. If, however, this course be found for good reasons impracticable or inexpedient at present, then, and in any case, this meeting considers it essential to the satisfactory continuance of the association's work that it be hereafter conducted on broader and more independent lines, and that to this end close relations be established and maintained by the general committee with the Chamber of Commerce in Great Britain and with such public bodies and individuals as are generally identified with British interests in the Far East. Finally that the education of public opinion in regard to those interests through the medium of the press appears to be a measure calculated to promote the aims of this association." After considerable desultory conversation and proposals a motion that the resolution be not put was carried by 19 votes to 18.

CORRESPONDENCE.

EQUITABLE LIFE ASSURANCE SOCIETY.

[TO THE EDITOR OF THE "DAILY PRESS."]

Hongkong, 25th Aug., 1905.

SIR,—I shall feel extremely obliged if you will kindly insert this letter in order to give me the opportunity to contradict the false and greatly exaggerated reports as to the standing of the Equitable Life Assurance Society of the United States.

By authority of the President (Mr. Paul Morton), I am able to announce that neither the financial soundness, integrity nor surplus of the Equitable Life have been brought into question.

The Society's business is going on as usual. The available assets have increased during the first half of this year by gold $7,96,252.

Yours faithfully,
F. KIENE,
Manager.

THE INTELLECTUAL EQUIPMENT OF MISSIONARIES.

The current number of the *Corea Review* contains an article describing a journey through a part of Corea and signed "J. Robert Moose." Mr. Moose is apparently a missionary, for in the course of his article he makes the following delightfully naive observation :—

Just at this season the people gather wild vegetables in great quantities from the mountains. There is a sort of root which they call *tu-duk*, which sounds like the Corean for "more bread." This is gathered in large quantities by the women and girls whom we often saw returning home with great bundles of it on their heads. I have never seen this root in the rice-growing sections of the country. It is wonderful how God has supplied every part of this country with whatever seems to be most needful for the people.

Mr. Moose might also have pointed out how wonderful it is that water is always provided in abundance where rice is cultivated, and polar bears where food is otherwise likely to run short, to say nothing of rapacious officials where there is an oppressed peasantry. Such remarks seriously made and solemnly printed give a curious side light on the intellectual equipment of men sent out to the mission field. Educated Japanese who read them will scarcely have a very high opinion of education in the West.—*Japan Chronicle.*

SHANGHAI GENERAL CHAMBER OF COMMERCE.

From the published minutes of a meeting held on August 15th, we compile the following:

Mr. C. Brodersen succeeds Mr. A. Wright as vice-chairman. The secretary was instructed to get further information of the Paris Sanitary Convention, about which the Hongkong Chamber had communicated. Correspondence relating to the minting of copper cash was read. "In permitting the Provincial Authorities to produce these ten-cash pieces in varying intrinic values she (China) is evading her Treaty obligations. Something more explicit than this statement is necessary as a foundation for a remonstrance to the Chinese Government against evasion of Treaty obligations." The other correspondence referred to the examination of pilots' eyesight.

COMMERCIAL.

The Kobe Market Report, published under the direction of the Hiogo and Osaka General Chamber of Commerce, dated (Kobe) Hiogo, 16th August, 1905, has the following:—

IMPORTS.

Cotton.—American.—The market has varied but li tle during the past fortnight, and there is no forward business to chronicle, notwithstanding the fact that quotations appear to be comparatively low, as compared with the somewhat unfavourable crop prospects. Business in spot cargo, likewise, remains dull. Quotations are:—Y30 50 to Y30 75 for Middling, cash. Indian.—Owing to heavy stocks which still remain in the hands of spinners and in the market, both forward and spot business is suffering, and the market, on the whole, is in a very stagnant condition. Quotations at the close are as follows:—Broach, Y26.00; Akola Khamguam, Y21.50 to Y22.00; Bengal, Y20.75 to Y21.25 Chinese.—The new crop is anticipated to be very good, and a few fixtures are reported on a small scale at following rates:—Best quality, Y26.50; Common quality, Y24.50. Shirtings.—Greys.—Firm with rising tendency. White.—Prices somewhat lower, the summer season having passed and dealers' wants being supplied. Cotton Goods and Fancies.—Velvets.—No change worth noting. Prints.—Merchants are making excellent profits on autumn arrivals. Lawns.—Somewhat out of season, but selling gradually at fair rates. Cotton, Italians.——Market strong; plain finish doing better than silk, as the latter is in proportionately larger supply. Worsteds and Woollens.—Deliveries are good. A few lines have been put through for next summer but at close figures. Dealers have not yet realized that they have to pay more than they did last year. Window Glass.—Market good at present for spot cargo; large shipments en route, expected to arrive at the same time, will probably cause a relapse. Metals.—Inquiries for both spot and forward are, generally speaking, very scarce. Pig-iron,—Spot cargo plentiful and moving very slowly. Forward business is at present impracticable, as dealers will not meet home quotations. Bar-iron.—A litte business doing. Tin Plates.—Spot cargo very large and moving on a very small scale. No inquiries for forward. Chemicals.—Bicarbonate of Soda.—Is still in the same condition as last reported. Alkali.—Firm, owing to the shortness of cargo caused by inconvenience of forwarding from Kobe to Osaka. Caustic Soda.—Large stocks, very weak. Sugar.—Hongkong Refined.—Market very dull. In the absence of demand prices have declined 25 sen all round. Beet.—A slightly better feeling is observed. German Crystals are nominally 50 cents per picul higher, but there are apparently no stocks left. The same remark applies to Hungarian Crystals. Osaka Refined.—At an Auction held on the 5th inst., 4,810 bags were offered for sale, but owing to the failure of buyers to bid up to the limits, only 500 bags were sold; the remainder being withdrawn. Rice.—Market firm with upward tendency, but no transactions have taken place at present prices. The large stocks are slowly decreasing and the market shows signs of improvement in view of the rising quotations of domestic rice. Kerosene.—Coutinues very dull. Prices remain unchanged.

EXPORTS.

Tea.—Market dull, supplies of desirable teas very scarce. Settlements since last issue 3,000 piculs, making 69,000 piculs to date against 92,600 piculs at same date last year.

Fish Oil.—In the interim the market has further declined to Y4.25 per picul, at which price some 5,000 cases are reported to have changed hands. For further deliveries prices have advanced to Y4.50 per picul. Copper.—No fresh transactions to report yet, everything having been sold out three to four months ahead Tendency remains firm and quotations unchanged. Rice.—A long spell of wet and cool weather is endangering the young Rice plants, and quotations are consequently rising steadily. Export Business is at a standstill. Cotton Yarns.—Dealers show little inclination to operate and business is almost at a standstill, though some few hundred bales of 16's have changed hands at lower prices. Vegetable Wax.—Market firm and prices have further advanced to Y28.00 per picul for August to September delivery. The wet weather is seriously interfering with bleaching and little is obtainable at present for prompt shipment. Straw Braid.—There have been more enquiries generally since last report, and prices have continued firm. The demand for Chip Braids has been larger and buyers have been willing to pay the increased prices asked. Recent quotations are well maintained.—Matting.—The Rush crop is reported damaged by the recent rains and in consequence the yield will be small. Prices have further advanced, and cargo is scarce.

The Yokohama Prices Current and Market Report, published by the Yokohama Foreign Board of Trade, dated Yokohama, August 15th, 1905, has the following:—

IMPORTS.

Yarns:—No fresh transactions to report in this market. Shirtings.—Some enquires for Greys—forward shipment, but generally speaking there is nothing doing of any moment, Buyers display great caution at the present time: the question of peace or war, the high prices, and the long delivery demanded by the Lancashire markets, are all factors in the situation. Fancy Cottons and Woollens.—Buyers are waiting for peace news. Metals.—There is no change in the market, and few transactions are reported. Kerosene.—Market dull and unchanged since last report. Sugar.—The abnormally cool summer and abundant rainfall, so far, have retarded the setting in of the usual demand at this season of the year, and the market has continued to be inactive with no improvement in quotations. At the auction of the Tokyo Refinery on August 6, there were only 1,900 bags sold, prices remaining identical with those of the previous occasion. Indigo.—A fair demand exists for stock lots.

EXPORTS.

Raw Silk.—During the first week of the current month a large business was done, principally for America, and resulting in a general advance of from yen 15 to yen 20 for all grades. A notable fact is, that business for Europe is pratically at a standstill owing to the high prices ruling here, and export to the Continent has, so far, only reached 1,011 bales, as against 3,414 bales during the same period of last season. Arrivals from the interior continue to be very limited, and assist in maintaining prices here. At the close our market is quiet but steady at the quotations given below. Waste Silk and Cocoons.—Market very quiet, foreign buyers finding present rates too high. Settlements.—piculs, viz: Noshi,—piculs; Kibiso,—piculs; Sundries,—piculs; Pierced Cocoons,—piculs. Present stock is estimated at 6,790 piculs, viz:—Noshi, 2,700 piculs; Kibiso 3,800 piculs; Sundries, 150 piculs; Pierced Cocoons, 140 piculs. Tea.—Settlements very moderate, but prices show a tendency to advance for any Teas exhibiting rather better quality. Total settlements from May 1st to August 15th amount to 101,000 piculs, against 156,000 piculs at the corresponding date last year.

Quatations:—

Common	Y.18 to 21	
Good Common	Y.23 to 24	
Medium	Y.25 to 29	
Good Medium	Y.30 to 32	
Fine	Y.33 to 37	
Finest	Y.38 to 42	Nominal
Choice	Y.43 to 50	,,
Choicest	Y.51 & upwards	,,

GENERAL EXPORTS.

Fish Oil.—Fair transactions have taken place since last Report at gradually advancing prices, but the market has relapsed into its former quietness owing to unfavourable reports from the markets abroad. Copper.—Nothing fresh to report.

SUGAR.

HONGKONG, 1st September.—There is no change in the quotation of the market.

Shekloong, No. 1, White	$8.50	to	$8.60	pcls.
Do. ,, 2, White	7.20	to	7.30	,,
Do. ,, 1, Brown	6.90	to	7.00	,,
Do. ,, 2, Brown	6.70	to	6.80	,,
Swatow, No. 1, White	8.80	to	8.90	,,
Do. ,, 2, White	7.50	to	7.60	,,
Do. ,, 1, Brown	6.50	to	6.60	,,
Do. ,, 2, Brown	6.30	to	6.40	,,
Foochow Sugar Candy	11.50	to	11.60	,,
Shekloong ,,	12.80	to	12.90	,,

RICE.

HONGKONG, 1st September.—Good harvests having been reaped, the downward tendency continues.

Saigon, Ordinary	$2.35	to	$2.40
,, Round, good quality	3.60	to	3.65
,, Long	3.65	to	3.70
Siam, Field mill cleaned, No. 2	2.60	to	2.65
,, Garden, ,, No. 1	3.00	to	3.05
,, White,	3.80	to	3.85
,, Fine Cargo	3.95	to	4.00

OPIUM.

HONGKONG, 2nd September.

Quotations are:— Allow'ce net to 1 catty.

Malwa New	$1100	to	—	per picul.
Malwa Old	$1190	to	—	do.
Malwa Older	$1270	to	—	do.
Malwa V. Old	$1340	to	—	do.
Persian fine quality	$1050	to	—	do.
Persian extra fine	$1120	to	—	do.
Patna New	$1115	to	—	per chest.
Patna Old	$1090	to	—	do.
Benares New	$ —	to	—	do.
Benares Old	$1050	to	—	do.

PIECE GOODS.

Messrs. Noel, Murray & Co.'s Report on the Shanghai Piece Goods Trade, dated Shanghai, 24th August, 1905, states:—Pending the result of the Peace negotiations, which are now going on between Russia and Japan, and about which there are very divergent opinions, not to mention the Boycott agitation, which goes on here unabated and consequently grows more and more complicated every day, our market remains in a state of utter stagnation. So soon as Peace is proclaimed no doubt there will be a tremendous demand for goods for Manchuria; but it seems practically impossible for Russia, even though it is perhaps the best thing she can do under the circumstances, to accede to the terms of Japan while she has actually in the field an army of fully half a million of men. The conditions for supplying that Army are almost precisely the same as they were when the War began, so it is not easy to see how a retreat can be expected, at all events before another battle has been fought. As regards the Boycott no effective steps have been taken by the Native Authorities here is yet to check this movement, although assurances have been given to the Consular body that such would be done. We were wrong last week in stating that a letter had been addressed to the Chamber of Commerce by the Chinese Chamber. It was really from the Piece Goods Hongs, but as it bore no signatures a reply was sent to the Secretary of the Guild that nothing could be done until the names of those it purported to come from were sent in, but nothing further has been received. Meanwhile the stringency caused by this sudden stoppage of the circulation of a large proportion of the trade is reflected on the whole, and the situation is becoming decidedly strained and uncomfortable. It makes it all the harder when it is known that only parts of the Country are thus affected. The hot weather is over, at anunusually early date it is true, and rather unfavourable conditions for Cotton crops are now prevailing, the heavy rains destroying a large proportion of the blossoms before the bolls are formed. The Natives are inclined to make as much of this as possible, naturally—the same thing happens in other parts of the world, but from personal observation we are inclined to think very little damage has been done so far, and the weather looks more promising now. There is still a little movement from second hand sellers, which manages to keep fairly satisfactory, but so different to what they might have been. Although it is said goods have not moved away from Newchwang with any great freedom, as the Japanese are doing all they can to prevent supplies of any kind reaching the Russian lines, buyers for that market have filled orders, fully 2,000 bales American goods during the interval, and prices are being well maintained. There is a momentary lull in the Tientsin demand, but nothing of any importance. The steamer agents are experiencing a little more enquiry for Piece goods in the River boats, but Importers here have had no encouraging news of those markets. In fact Szechuen is suffering from the effect of floods, and once more "China's sorrow" is causing trouble and anxiety in that way, though so far no details have come to hand. The course of Exchange during the week, guided by the price of Silver, has been upwards, the cause for the rise in the white metal being a fruitful subject for debate, some

arguing therefrom the speedy conclusion of Peace, and others the reverse. It very propably has nothing whatever to do with it! The news from Manchester is of rather a meagre description, there being very little doing, but judging by quotations the market is very steady. Cotton is 5.85d. for Mid American and 8d. for Egyptian. The Export of Plain Cottons for the fortnight ending 18th inst. was 17,000,000 yards. New York refrains from supplying this market with news either of Cotton or the manufactured article. The Yarn market has taken a decidedly downward turn, all spinnings suffering alike. Contracts for the New Season's Cotton have been made on the basis of Tls. 18.20 for Tungchow. Piece Goods.—The advance in Exchange possibly accounts for the decline in prices that has taken place in almost all the Cotton goods at the Auctions this week. This signify's the general feeling of the market, but there is little or nothing doing from first hands from stock, and forward business is confined to a few retail indents for Fancy goods.

MISCELLANEOUS EXPORTS.

Per steamer *Prinz Heinrich*, sailed on 18th August. For Odessa:- 25 cases staraniseed. For Beyrouth:- 10 cases punjum books. For Naples:--100 bales waste silk, 5 cases cassia, 5 bales cassia. For Genoa:—236 bales raw silk, 2 rolls matting. For Genoa or Bremen: 1 case hats. For Antwerp:—200 bales bamboo scrap, 63 rolls matting, 3 bales canes, 2 cases blackwoodware. For Antwerp or Hamburg:—60 cases bristles. For Antwerp or Hamburg or London:-60 cases bristles. For Amsterdam:—50 cases cassia, 6 cases chinaware. For Rotterdam:—100 cases ginger, 50 casks ginger, 6 cases blackwoodware. For Bremen:—15 cases chinaware, 7 packages tea, 2 cases china ink. For Bremen or Hamburg:- 16 cases chinaware. For Hamburg:—253 bales feathers, 115 boxes ginger, 50 cases essentialoil, 29 cases bristles, 21 cases blackwoodware, 20 cases camphorwoodtrunks, 15 casks ginger, 10 cases human hair, 5 cases chinaware, 5 cases cassia, 5 bales cassia, 4 boxes birds feathers, 2 bales china grass, 1 case grass cloth, 1 case feathers. For Copenhagen:—2 cases curios.

Per P. & O. steamer *Malta*, sailed on 26th Aug For Nottingham:—100 bales waste silk. For London:—911 packages tea (from Foochow), 45 bales raw silk, 5 cases silks, 13 bales waste silk, 15 cases Persian opium, 4 cases cigars, 7 cases sundries, 1 case chinaware. For Barcelona:—5 bales raw silk. For Milan:—5 bales raw silk. For Lyons:—92 bales raw silk. For Marseilles:-100 bales waste silk, 45 bales raw silk. For Gibraltea:—3 bales curios.

SHARE REPORTS.

HONGKONG, 1st September, 1905.—A fair business has been transacted during the week, and the declaration of peace has steadied the market in most stocks, the chief improvement has been in Docks.

BANKS.—Hongkong & Shanghais, contrary to all expectations, have receded to $875, after sales at $875. The fall is chiefly attributable to the rise in exchange which has more than counteracted the firmness expected from the declaration of peace. The market closes with buyers at $880. Nationals remain with buyers at $38.

MARINE INSURANCES.—Unions changed hands in the early part of the week at $760 in fair lots, and later a sale was effected at $770, market closing steady at the latter rate. China Traders have improved to $81, with sales at $81, $81 and $82. Cantons, after further sales at $335, have been placed at $340.

FIRE INSURANCES. Hongkongs remain unchanged with small sales at $335, closing with sellers. Chinas have improved to $84½ with sales.

SHIPPING.--Hongkong, Canton and Macaos, with no shares to satisfy the demand at $26, buyers, have had to raise the rate to $26½ and even at that rate no shares appear to be obtainable. Indo-Chinas have ruled weak with but a small business at $95; at time of writing shares are obtainable at $94. No other business or changes to report under this heading.

REFINERIES.—China Sugars changed hands in fair lots over the settlements at from $228 to $23', and are now firmer with buyers at $234 after sales at $233. Forward sales have been effected at rates from $238 to $244 for December. Luzons unchanged and without business.

MINING.—Nothing to report.

DOCKS, WHARVES AND GODOWNS.—Hongkong and Whampoa Docks, after sales over settlements at $191, have improved to $195 with sales. Kowloon Wharves have been placed at $99, $98 and $98½, closing steady at the last rate. Farnhams are quoted from Shanghai at Tls. 144 buyers.

LANDS HOTELS AND BUILDINGS.—Hongkong Lands have ruled easier with sellers at $128 and with little or no business. Humphreys have been placed at $121. No other business under this heading.

COTTON MILLS.—Ewos have improved to Tls. 50 with buyers. Hongkongs, after small sales at $16, are offering at $15¾.

MISCELLANEOUS.--United Asbestos, Old Electrics and Powells are enquired for in a small way at quotations. Watsons and Dairy Farms have changed hands. Other than these we have nothing to report under this heading

Closing quotations are as follows:--

QUOTATIONS.	PAID UP.	QUOTATIONS.
Alhambra	$200	$100
Banks—		
Hongkong & S'hai..	$125	$880, buyers London, £89. 10s. cum div.
National B. of China	£5	$38, buyers
Bell's Asbestos E. A....	12s. 6d.	$7, buyers
China-Borneo Co....	$12	$11.75
China Light & P. Co	$10	$10
China Provident	$10	$9
Cotton Mills—		
Ewo.....	Tls. 50	Tls. 50, buyers
Hongkong	$10	$15¾, sellers
International	Tls. 75	Tls. 44
Laou Kung Mow ..	Tls. 100	Tls. 57, buyers
Soychee	Tls. 500	Tls. 225, buyers
Dairy Farm	$6	$17, sales & sellers
Docks & Wharves—		
Farnham, B. & Co..	Tls. 100	Tls. 145
H. & K. Wharf & G	$50	$98½, buyers
H. & W. Dock	$50	$195
New Amoy Dock...	$6¾	$17, sellers
S'hai & H. Wharf..	Tls. 100	Tls. 192½
Fenwick & Co., Geo..	$25	$28 $25½
G. Island Cement. ..	$10	$28, sellers
Hongkong & C. Gas..	£10	$175, buyers
Hongkong Electric..	$10	$15, buyers
Do. New	$5	$9½, sellers
H. H. L. Tramways..	$100	$215 buyers
Hongkong Hotel Co..	$50	$150
Hongkong Ice Co.....	$25	$237½, sellers
Hongkong Rope Co..	$50	$152
H'kong S. Waterboat	$10	$14, buyers
Insurance—		
Canton	$50	$340, sellers
China Fire.....	$20	$84½, sales & buy.
China Traders	$25	$81, buyers
Hongkong Fire.....	$50	$335, sales & sel.
North China.....	£5	Tls. 82
Union	$100	$770 buyers
Yangtsze	$60	$172½
Land and Buildings—		
H'kong Land Invest.	$100	$128, sellers
Humphreys' Estate	$10	$12½, sales & buy.
Kowloon Land & B.	$30	$40
Shanghai Land.....	Tls. 50	Tls. 122
West Point Building	$50	$56, sellers
Mining—		
Charbonnages	Fes. 250	$490
Raubs.....	18 10	$3½, buyers
Philippine Co.	$10	$9½, sellers
Refineries--		
China Sugar.....	$100	$234, buyers
Luzon Sugar.....	$100	$25, sellers
Steamship Companies		
China and Manila..	$25	$20, sellers
Douglas Steamship	$50	$35, sellers
H., Canton & M....	$15	$26½, buyers
Indo-China S.N. Co.	£10	$94, sellers
Shell Transport Co	£1	21s., buyers
Do. Preference .	£10	£8. 10s.
Star Ferry	$10	$33, sellers
Do. New.....	$5	$25, sellers
Shanghai & H. Dyeing	$50	$50
South China M. Post.	$25	$20, sellers
Steam Laundry Co....	$5	$8
Do. New.....	$3	$7½, buyers
Stores & Dispensaries.		
Campbell, M. & Co.	$10	$36
Powell & Co., Wm.	$10	$1½, buyers $10½, buyers
Watkins.....	$10	7, sellers
Watson & Co., A. S....	$10	14, buyers
United Asbestos	$4	$9, buyers
Do. Founders	$10	$160

VERNON & SMYTH, Brokers.

Messrs. J. P. Bisset & Co.'s Share Report for the week ending August 24th, 1905, states:—Business in stocks and shares during the past week has been slack. There have been a number of transactions in S. C. Farnham, Boyds and Langkats, but the quantities of shares in each have been very limited. The T. T. rate on London today is 2/8-3/8. Banks.—Hongkong and Shanghai Bank. A transaction is reported in these at $905 ex 73. The quotation in Hongkong is $890 ex div. of £1. 15s. 0d. Marine and Fire Insurance.—The only business reported is a transaction in China Fires from Hongkong at $84--ex 71½. Shipping.—Indo-Chinas have remained steady throughout the week with but few transactions. Cash shares were placed at Tls. 67½; Tls. 68½ for September and Tls. 70 and 70½ for December. Docks and Wharves.—S. C. Farnham, Boyds opened at the beginning of the week with sales for October at Tls. 141; Tls. 142/3 for December. Since then the market weakened resulting in cash sales and for August at Tls. 137. September, Tls. 137½ and 138. October, Tls. 140/39/37/38. December, Tls. 142/41½/40/39/40. The market closes with sales for cash and the end of the month at Tls. 137 and for December, Tls. 139. S. and H. Wharf. These have maintained their position during the week with cash transactions at Tls. 195 and 197 for August, Tls. 197½ for September, Tls. 198½ for October. The market closes with sales at Tls. 191 cash ex div. paid on the 22nd inst., and Tls. 191 August, Tls. 194 October. Sugars.—No business reported locally. Mining.—Weihaiwei Golds have been placed at $9. Lands.—Shanghai Lands have been placed at Tls. 122. Humphrey's Estate have been purchased from Hongkong at $12. Industrial.—In Cotton stocks Ewos have been placed at Tls. 50 for August delivery and Laou Kung Mows at Tls. 57 cash. These two stocks are wanted for forward delivery. Langkats. The market opened on the 17th with sales for October at Tls. 165; November, 176½; December, Tls. 170. On the 18th Tls. 167½ Aug., Tls. 170/72½ December. On the 19th Tls. 172½ and Tls. 173 December. On the 22nd Tls. 166½ August, Tls. 171 and 167½ October, Tls. 175 for December. On the 23rd Tls. 172½ August, and Tls. 175 December. Stores and Hotels.—Hall and Holtz have been placed at $26. Hotel des Colonies, at Tls. 18½ cash and Tls. 19 October. Astor House have been placed at $27 ex div. of $2.50 paid on the 21st inst. Miscellaneous.—Telephones have been placed at Tls. 59. Horse Bazaars at Tls. 80 Loans and Debentures. Municipal 6 per cent. have been placed at Tls. 99½ and at par. A transaction for a trifling sum is reported in Shanghai Land 5 per cent. at Tls. 80 and 6 per cent. at 96.

EXCHANGE.

MONDAY, 4th September.

ON LONDON.—	
Telegraphic Transfer	1/11⅛
Bank Bills, on demand	1/11⅛
Bank Bills, at 30 days' sight	1/11¼
Bank Bills, at 4 months' sight	1/11⅜
Credits, at 4 months' sight	1/11⅜
Documentary Bills, 4 months' sight	1/11⅜
ON PARIS.—Bank Bills, on demand	24½
Credits 4 months' sight	246
ON GERMANY.—On demand	197½
ON NEW YORK.—Bank Bills, on demand	47
Credits, 60 days' sight	47¾
ON BOMBAY.—Telegraphic Transfer	144
Bank, on demand	144⅛
ON CALCUTTA.—Telegraphic Transfer	144
Bank, on demand	144⅛
ON SHANGHAI.—Bank, at sight	71⅛
Private, 30 days' sight	72⅛
ON YOKOHAMA.—On demand	94½
ON MANILA.—On demand	94¾
ON SINGAPORE.—On demand	9 p.c. pm.
ON BATAVIA.—On demand	115¾
ON HAIPHONG.—On demand	¼p.c.pm.
ON SAIGON—On demand	Par.
ON BANGKOK.—On demand	61½
SOVEREIGNS, Bank's Buying Rate	$10 30
GOLD LEAF, 1000 fine, per tael	$54.70
BAR SILVER, per oz.	28¼

FREIGHTS.

From Hankow per Conference Steamers.—To London and Northern Continental ports 46/- per ton of 40 c. ft. plus river freight. To Genoa, Marseilles or Havre 41/6 per ton of 40 c. ft. plus river freight. To New York (via Suez) 32/- per ton of 40 c. ft. plus river freight. To New York (overland):—Tea G. $1¼ cents per lb. gross plus river freight. To Shanghai:—Tea and General Cargo, Taels 1.80 per ton weight or measurement.

SHIPPING

ARRIVALS AND DEPARTURES SINCE LAST MAIL.

August— ARRIVALS.

25, Tjilatjap, Dutch str., from Japan.
26, Chihli, British str., from Canton.
26, Fri, Norwegian str., from Haiphong.
26, Hangsang, British str., from Shanghai.
26, Iltis, German gunboat, from Amoy.
26, Kwanglee, Chinese str., from Shanghai.
26, Pocasset, British str., from London.
27, Alabama, British str., from Pensacola.
27, Churchill, Amr. bark, from Haiphong.
27, Frithjof, Norwegian str., from Coast Ports.
27, Haimun, British str., from Tamsui.
27, Laisang, British str., from Calcutta.
27, Liberia, German str., from Shanghai.
27, Loyal, German str., from Bangkok.
97, Pitsanulok, German str., from Bangkok.
27, Pronto, Norwegian str., from Hoihow.
27, Shaohsing, British str., from Canton.
27, Thetis, German cruiser, from Tsintau.
27, Triumph, German str., from Coast Ports
27, Wuhu, British str., from Wuhu.
28, Benlarig, British str., from Shanghai.
28, Chunsang, British str., from Samarang.
28, Hue, French str. from Haiphong.
28, Kaifong, British str., from Cebu.
28, Kansu, British str., from Canton.
28, Petchaburi, German str., from Bangkok.
28, Shimosa, British str., from Amoy.
28, Willehad, German str., from Sydney.
28, Yuensang, British str., from Manila.
29, Austria, Austrian str., from Shanghai.
29, Bencleuch, British str., from London.
29, Hilvard, Norwegian str., from Cheribon.
29, Katanga, British str., from Kuchinotzu
29, Pera, British str., from London.
29, P. E. Friedrich, Ger. str., from Yokohama.
29, Roon, German str., from Hamburg.
29, Spezia, German str., from Foochow.
29, Tiger, Norwegian str., from Moji.
29, Waihora, British str., from Singapore.
29, Wongkoi, German str., from Bangkok.
29, Agamemnon, British str., from Liverpool.
29, Hailan, French str., from Pakhoi.
30, Amigo, German str., from Haiphong.
30, Hanoi, French str., from Haiphong.
30, Jacob Diederichsen, Ger. str. from Pakhoi.
30, Malacca, British str., from Yokohama.
30, Oscar II., Norwegian str., from Moji.
30, Rosneath, British str., from Hongkay.
31, Jason, British str., from Liverpool.
31, Kwanglee, Chinese str., from Canton.
31, Mercedes, British trspt., from Weihaiwei.
31, Rajaburi, German str., from Bangkok.
31, Stettin, British str., from Canton.
31, Tingsang, British str., from Canton.

September—

1, Brand, Norwegian str., from Canton.
1, Fukura Maru, Japanese str., from Moji.
1, Haiching, British str., from Swatow.
1, Hangsang, British str., from Canton.
1, Kashing, British str., from Tientsin.
1, Laertes, British str., from Saigon.
1, Lennox, British str., put back.
1, Proteus, Norwegian str., from Tamsui.
1, Yochow, British str., from Shanghai.
2, Cyrus, British str., from Java.
2, Ecuador, Ger. 4-m. bark, from New York.
2, Loosok, German str., from Bangkok.
2, Promise, Norwegian str., from Auping.
2, Signal, German str., from Haiphong
2, Tean, British str., from Manila.
2, Themis, Norwegian str., from Kobe.
3, Haimun, British str., from Swatow.
3, Logan, U.S. transport, from Manila.
3, Quinta, German str., from Bangkok.

August— DEPARTURES.

26, Dagmar, German str., for Bangkok.
26, Eiger, Norwegian str., for Shanghai
26, Esang, British str., for Tientsin.
26, Evandale, British str., for Rangoon.
26, Haitan, British str., for Coast Ports.
26, Kalgan, British str., for Shanghai,
26, Kwanglee, Chinese str., for Shanghai.
26, M. Rickmers, German str., for Hoihow.
26, Malta, British str., for Europe.
26, Samsen, German str., for Swatow.
26, Silesia, German str., for Shanghai.
26, Sui-ang, British str., for Samarang.
26, Tholma, Norwegian str., for Wakamatsu.
26, Zafiro, British str., for Manila.
27, C. Diederichsen, Ger. str., for Haiphong.
27, Cheysang, British str., for Shanghai.
27, Courtfield, British str., for Bombay.
27, Daijin Maru, Jap. str., for Tamsui.
27, Hangsang, British str., for Canton.
27, Iphigenia, British cruiser, for Amoy.
27, Telemachus, British str., for Saigon.
27, Thetis, German cruiser, for South Africa.
28, Chihli, British str., for Tientsin.
28, Craighall, British str., for Kuchinotzu
28, Ithaka, German str., for Kebao.
28, Lennox, British str., for Callao.
28, Lucia Vittoria, Italian str., for K'chauwan.
28, Pocasset, British str., for Kobe.
29, Alabama, British str., for Kobe.
29, Benlarig, British str., for Singapore.
29, Haimun, British str., for Swatow.
29, Liberia, German str., for Hamburg.
29, Lightning, British str., for Calcutta.
29, Lydia, German str., for Nagasaki.
29, Machew, German str., for Bangkok.
29, Opland, Norwegian str., for Kobe.
29, Pronto, Norwegian str., for Haiphong.
29, Pundua, British str., for Amoy.
29, Taming, British str., for Manila.
30, Shaohsing, British str., for Shanghai.
31, Agamemnon, British str., for Shanghai.
31, Hue, French str., for Haiphong.
31, Paklat, German str., for Bangkok.
31, P. E. Friedrich, German str., for Europe.
31, Roon, German str., for Shanghai.
31, Spezia, German str., for Hamburg.
31, Willehad, German str., for Yokohama.

September—

1, Alavia, German str., for Calcutta.
1, Austria, Austrian str., for Trieste.
1, Battenhall, British str., for Saigon.
1, Bencleuch, British str., for Yokohama.
1, Pera, British str., for Shanghai.
1, Shimosa, British str., for New York.
1, Stettin, British str., for Swatow.
1, Tingsang, British str., for Shanghai
1, Triumph, German str., for Shanghai.
1, Waihora, British str., for Amoy.
2, Alavia, German str., for Calcutta.
2, Aragonia, German str., for Portland.
2, Germania, German str., for Haiphong.
2, Haiching, British str., for Coast Ports.
2, Hailan, French str., for Pakhoi.
2, Hangsang, British str., for Shanghai.
2, Hanoi, French str., for Haiphong.
2, Hinsang, British str., for Samarang.
2, J. Diederichsen, Ger. str., for Haiphong.
2, Jason, British str., for Tacoma.
2, Kansu, British str., for Tientsin.
2, Kwanglee, Chinese str., for Shanghai.
2, Malacca, British str., for London.
2, Petrarch, German str., for Hongay.
2, Rubi, British str., for Manila.
2, Tjilatjap, Dutch str., for Macassar.
2, Yuensang, British str., for Manila.
3, Cyprus, British str., for Kobe.
3, Drufar, Norwegian str., for Tsintau.
3, Frithjof, Norwegian str., for Foochow.
3, Katanga, British str., for Kuchinotzu.
3, Proteus, Norwegian str., for Tamsui.
3, Rosneath, British str., for Rajang.
3, Tiger, Norw. str., for Port Townsend

PASSENGER LIST.

ARRIVED.

Per *Malta*, from Shanghai for Hongkong, Sub-Lieut. Newdigate, R.N., Mr. and Mrs. S. C. Highett, Messrs. E. A. Menies, E. Y. Costa, F. Fernandez, Li Jowson and Von Lehmann; for Singapore, Mr. J. Hutchisson; for Colombo, Mr. R. Prior; for London, Mrs. Talbot and Miss Leggatt.

Per *Willehad*, for Hongkong from Sydney, Messrs. C. Tellinek, G. Compere and O. Bainbridge; from Herbertshohe, Messrs. Sultrup and Schuhmacher; from Friedrich Wilhelmshafen, Messrs. Horstmann and Schiller: for Shanghai from Sydney, Mr. and Mrs. Stuckey: for Yokohama from Sydney, Mr. and Mrs. T. Chadwick, Messrs. M. Schmidt, T. Kajima, Mr. and Mrs Cardew.

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